

\$[_____]*

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK
RAISE THE AGE REVENUE BOND FINANCING PROGRAM REVENUE BONDS
SERIES 2022**

BOND PURCHASE AGREEMENT

November __, 2022

Dormitory Authority of the
State of New York
515 Broadway
Albany, New York 12207

County of Albany, New York
Albany, New York

Ladies and Gentlemen:

The underwriters for the Bonds (hereinafter defined), each as identified in the Preliminary Official Statement defined below (collectively, the “**Underwriters**”), offer to enter into the following agreement (this “**Bond Purchase Agreement**”) with the Dormitory Authority of the State of New York (“**DASNY**”) and the County of Albany, New York (the “**County**”), which Bond Purchase Agreement is subject to acceptance by DASNY and the County at or before 5:30 p.m., New York time, on the date hereof or at such later time or date as may be agreed upon by DASNY, the Underwriters and the County. This Bond Purchase Agreement, upon the acceptance of this offer by DASNY and the County, will be binding upon DASNY, the County and the Underwriters. All terms not defined in this Bond Purchase Agreement shall have the meanings specified in the Preliminary Official Statement referred to in Section 2 hereof.

1. Purchase and Sale of Bonds; Description of Bonds. (a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from DASNY for a bona fide offering to the public, and DASNY hereby agrees to sell to the Underwriters for such purpose, all (and not less than all) of DASNY’s Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “**Bonds**”) in the aggregate principal amount set forth in the heading of this Bond Purchase Agreement.

The purchase price for the Bonds shall be \$[_____] , which represents the par amount of the Bonds, less the Underwriters’ discount of \$[_____] , [plus/less] net [premium/original issue discount] of \$[_____] (the “**Purchase Price**”). The Bonds shall mature, be subject to redemption and bear interest as set forth in Exhibit A hereto.

* Preliminary, subject to change.

(b) The Bonds shall be as described in Exhibit A hereto and in the Official Statement, as defined in Section 2 hereof. The Bonds shall be issued and secured under the provisions of the Raise the Age Revenue Bond Financing Program Revenue Bond Resolution adopted by DASNY on September 7, 2022 (the “**Bond Resolution**”) and authorized by the Series Resolution 2022-1 Authorizing up to \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds adopted by DASNY on September 7, 2022 (the “**Series 2022 Resolution**” and, together with the Bond Resolution, the “**Resolution**”). The Bonds are to be issued in connection with a financing by DASNY to the County pursuant to a financing agreement, dated as of [____], 2022 (the “**Agreement**”), between DASNY and the County for the purpose of financing or refinancing the County’s Project as defined in the Agreement (the “**Project**”). The Bonds will be special obligations of DASNY, payable solely from certain payments to be made by the County to DASNY under the Agreement and moneys and securities held by The Bank of New York Mellon, as Trustee (the “**Trustee**”) under the Resolution. Pursuant to the Resolution and the Agreement, DASNY will pledge and assign to the Trustee, with certain specified exceptions, all payments due under the Agreement including Financing Repayments (as defined in the Agreement).

2. Official Statement; Amendment; Rule 15c2-12. (a) (1) As soon as reasonably practicable, but no later than seven business days, after the time of acceptance of this Bond Purchase Agreement by DASNY and the County, DASNY and the County will deliver to the Underwriters an official statement, dated the date of this Bond Purchase Agreement (the “**Official Statement**”), in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board (the “**MSRB**”) and in sufficient quantity as determined by the Underwriters to permit the Underwriters to comply with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”) and other applicable rules of the Securities and Exchange Commission (the “**SEC**”) and the MSRB. DASNY and the County authorize the Official Statement, any amendments or supplements thereto made in accordance with this Section 2, and the information contained therein to be used by the Underwriters in connection with the offering and sale of the Bonds. DASNY and the County also hereby ratify and confirm the use by the Underwriters of the preliminary official statement, dated November __, 2022 (the “**Preliminary Official Statement**”), on or before the date hereof in connection with the offering of the Bonds.

(2) If, from the date of the Official Statement until the later of (A) the date on which the Official Statement is filed with the MSRB pursuant to paragraph 2(b) below; and (B) 25 days following the “end of the underwriting period” as defined in Section 2(b) below, any event shall occur as a result of which, in the reasonable judgment of the Representative (as defined herein), it is necessary to amend or supplement the Official Statement in order for the Official Statement not to contain any untrue statement of a material fact or not to omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except as provided in the last sentence of this paragraph, the County agrees, in cooperation with the Representative and DASNY, to prepare and furnish to the Representative, at the expense of the County, either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended or supplemented will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading. The County shall notify the

Representative and DASNY promptly upon becoming aware of any such event. DASNY shall notify the Representative and the County of any such event relating to information contained under the caption “PART 8 — DASNY” (the “**DASNY Section**”) in the Official Statement. DASNY will be required to prepare and furnish any amendments or supplements relating to information under the DASNY Section in the Official Statement that may be required by this Section 2. The County and DASNY will, before the Official Statement is amended or supplemented, furnish a copy of each proposed amendment or supplement to the Representative, who will have the right to approve it, which approval shall not be unreasonably withheld.

(b) The Representative agrees to (i) promptly file a copy of the Official Statement with the Municipal Securities Rulemaking Board (“MSRB”) upon receipt of the final Official Statement by delivering such Official Statement (with any required forms) to the Electronic Municipal Market Access System of the MSRB within one (1) business day after receipt of such final Official Statement from DASNY and the County pursuant to MSRB Rule G-32; and (ii) take any and all other actions necessary to comply with applicable SEC and MSRB rules governing the offering, sale and delivery of the Bonds to ultimate purchasers. The Underwriters shall notify DASNY and the County of the date on which the final Official Statement is filed with the MSRB. Unless otherwise notified in writing by the Underwriters at or prior to the Closing Date (as defined in Section 10 hereof), the “end of the underwriting period” for purposes of Rule 15c2-12 shall be the Closing Date. In the event such notice is so given in writing by the Underwriters, the Underwriters agree to notify DASNY and the County promptly in writing following the occurrence of the “end of the underwriting period” as defined in Rule 15c2-12. The “**end of the underwriting period**” as used in this Bond Purchase Agreement shall mean either the Closing Date or such later date as to which notice is given by the Underwriters, which date shall constitute the “end of the underwriting period” as defined in Rule 15c2-12.

(c) In order to assist the Underwriters in complying with Rule 15c2-12(b)(5), the County will undertake, pursuant to an Agreement to Provide Continuing Disclosure, to provide annual reports and notices of certain events (the “**Continuing Disclosure Agreement**”) as described in the Official Statement. The Underwriters acknowledge that the Continuing Disclosure Agreement, when executed, will enable them to comply with Rule 15c2-12(b)(5). The Underwriters and the County also acknowledge and agree that DASNY is not an “obligated person” under Rule 15c2-12.

(d) The Underwriters and the County acknowledge that DASNY has made no independent investigation and has furnished no information contained in the Preliminary Official Statement or Official Statement, except the information contained in the DASNY Section, and that except for the DASNY Section, DASNY assumes no responsibility with respect to the sufficiency, accuracy, or completeness of any of the information contained in the Preliminary Official Statement or the Official Statement or any other document used by the Underwriters or the County in connection with the offer and sale of the Bonds.

3. Action by Underwriters’ Representative. The Underwriters have designated RBC Capital Markets, LLC (the “**Representative**”) to execute and deliver this Bond Purchase Agreement and to act for and on behalf of the Underwriters in all matters in which the Underwriters are authorized or required to act hereunder.

4. Sale of all the Bonds; Offering. (a) It shall be a condition to the Underwriters' obligation to purchase and accept delivery of the Bonds that all the Bonds be sold and delivered by DASNY at the Closing (as defined in Section 10 hereof). It shall be a condition to DASNY's obligation to sell and deliver the Bonds to the Underwriters that all the Bonds be accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all of the Bonds at prices not in excess of the initial offering prices (or at yields not less than the yields) set forth on the inside cover page of the Official Statement and Exhibit A hereto. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts or mutual funds) at prices lower (or yields higher) than the public offering prices (or yields) described above.

(b) The Representative shall be obligated to execute and deliver to DASNY prior to the Closing an "issue price certificate" in the form attached as Exhibit B hereto (the "**Issue Price Certificate**") and shall take all necessary steps in order to enable it to execute and deliver such Issue Price Certificate prior to the Closing (including, without limitation, adherence with the procedures set forth in the Issue Price Certificate), and to provide such other information as to the prices and yields at which a substantial portion of the Bonds (including each maturity) were sold to the public by the Underwriters as shall be reasonably required by Co-Bond Counsel (as hereinafter defined) in order to enable Co-Bond Counsel and DASNY, among other things, to determine the "issue price" of the applicable Bonds defined in Regulations promulgated by the U.S. Treasury Department pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**").

5. Representations and Warranties of DASNY. DASNY represents and warrants to the Underwriters and the County as follows:

(a) DASNY is: (i) a body corporate and politic constituting a public benefit corporation of the State of New York (the "**State**"), duly created and established and validly existing pursuant to the Dormitory Authority Act, being Chapter 524 of the Laws of 1944 of the State, as amended, and constituting Titles 4 and 4B of Article 8 of the Public Authorities Law of the State, as amended; (ii) the successor to the powers, duties and functions of the New York State Medical Care Facilities Finance Agency, duly created and established and validly existing pursuant to the New York State Medical Care Facilities Finance Agency Act, being Section 4 of Section 1 of Chapter 392 of the Laws of 1973, as amended; and (iii) the successor to the powers, duties and functions of the Facilities Development Corporation, duly created and established and validly existing pursuant to the Facilities Development Corporation Act, being Section 4 of Section 1 of Chapter 359 of the Laws of 1968, as amended (the "**Enabling Legislation**").

(b) DASNY has all requisite legal right, power and authority to: (i) adopt the Resolution and to execute and deliver the other "**DASNY Documents**" (as defined in Exhibit C hereto) and perform its obligations under the DASNY Documents, (ii) execute, deliver and authorize distribution of the Official Statement, (iii) authorize distribution of the Preliminary Official Statement, (iv) execute a Bond Series Certificate relating to the Bonds (the "**Bond Series Certificate**") and perform its obligations thereunder, (v) execute, issue, sell and deliver the Bonds and (vi) consummate the transactions to which DASNY is or is to be a party as contemplated by the DASNY Documents.

(c) DASNY has duly authorized by all necessary actions: (i) the adoption of the Resolution and the execution and delivery of the other DASNY Documents and the performance of its obligations under the DASNY Documents, (ii) the execution, delivery and distribution of the Official Statement, (iii) the distribution of the Preliminary Official Statement, (iv) the execution of the Bond Series Certificate and performance of its obligations thereunder, (v) the execution, issuance, sale and delivery of the Bonds and (vi) the consummation of the transactions as contemplated by the DASNY Documents. Such authorized acts do not and will not in any material respect conflict with, or constitute on the part of DASNY a breach of or default under, any agreement or other instrument to which DASNY is a party or any existing law, administrative regulation, judgment, order, decree or ruling by which DASNY is bound or to which it is subject.

(d) The Resolution constitutes, and the other DASNY Documents, when duly executed and delivered by the other parties thereto, will constitute legal, valid and binding obligations of DASNY enforceable in accordance with their respective terms; and the Bonds, when delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of Section 10 hereof, will constitute legal, valid and binding special obligations of DASNY, enforceable in accordance with their terms and in conformity with, and entitled to the benefits of the provisions of, the Enabling Legislation and the DASNY Documents (except as the enforceability of any of the foregoing may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and general equitable principles).

(e) The statements and information contained in the Preliminary Official Statement, as of the date thereof and hereof, and the Official Statement under the DASNY Section are, as of the date hereof, and will be, as of the Closing Date, true, correct and complete, and the DASNY Section of the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such statements and information, in the light of the circumstances under which they were made, not misleading. DASNY hereby confirms that the DASNY Section of the Preliminary Official Statement was deemed "final" (except for permitted omissions) as of its date by DASNY for purposes of paragraph (b)(1) of Rule 15c2-12.

(f) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by DASNY of its obligations in connection with the execution, issuance, delivery or sale of the Bonds under the DASNY Documents have been duly obtained (including the approval of the Public Authorities Control Board of the State) and are in full force and effect, except for such approvals, consents and other actions as may be required under the blue sky or other securities laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(g) DASNY is not now in default under, and the execution and delivery of the DASNY Documents will not conflict with or constitute a breach of, any agreement or other instrument to which it is a party or any existing administrative regulation, judgment, order, decree, ruling or other law by which it is bound or subject, which breach or default is material

to the transactions contemplated by the DASNY Documents; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument or law, such a breach or default material to such transactions.

(h) No action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency or body, is pending or, to the best knowledge of DASNY, threatened against or affecting DASNY seeking to restrain or enjoin the execution, issuance, sale or delivery of the Bonds or the proceedings or authority under which the Bonds are to be issued, or contesting the legal existence of DASNY, the title of any of its members or officers to their respective offices or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated by the DASNY Documents, (ii) the validity of the DASNY Documents or any agreement or instrument to which DASNY is a party and which is used or is contemplated for use in the consummation of the transactions contemplated by the DASNY Documents, or (iii) the exclusion from gross income of the interest on the Bonds for purposes of federal income taxation, or the exemption of the Bonds from taxation by the State of New York and its political subdivisions, as set forth in the approving opinions of each of Barclay Damon LLP and Law Offices of Joseph C. Reid, P.A., co-bond counsel to DASNY (“**Co-Bond Counsel**”).

Any certificate signed by any Authorized Officer of DASNY and delivered to the Underwriters pursuant to the DASNY Documents shall be deemed a representation and warranty by DASNY as to the statements made therein with the same effect as if such representation and warranty were set forth in the DASNY Documents.

6. Agreements of DASNY. DASNY agrees with the Underwriters and the County as follows:

(a) DASNY will furnish such information, execute such instruments and take such other actions in cooperation with the Underwriters as the Underwriters may request in order to: (i) qualify the Bonds for offering and sale under the blue sky or other securities laws of such states and other jurisdictions of the United States as the Underwriters may designate, and DASNY will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, however, that DASNY will not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination. DASNY hereby consents to the use of the DASNY Documents (and drafts of the DASNY Documents prior to the availability of such documents in final form) by the Underwriters in obtaining such qualifications and determining such eligibilities.

(b) Prior to the Closing Date, DASNY will not, without the prior written consent of the Underwriters, offer or issue any bonds under the Resolution, other than the Bonds, except as described in or contemplated by the Official Statement.

7. Representations and Warranties of the County. The County represents and warrants to DASNY and to the Underwriters as follows:

(a) The County has all requisite legal right, power and authority to (i) execute and deliver the “**County Documents**” (as defined in Exhibit D hereto) and to perform its obligations thereunder, (ii) consummate the transactions to which it is or is to be a party as contemplated by the County Documents, and (iii) as applicable, acquire, construct, own, operate, repair and maintain the Project.

(b) The County has duly authorized by all necessary actions: (x) the execution and delivery of the County Documents, (y) the performance of its obligations thereunder and (z) the consummation of the transactions to which the County is or is to be a party as contemplated by the County Documents. Such authorized acts: (i) do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under (A) any agreement or other instrument to which the County is a party or by or to which it or its revenues, properties, assets or operations are bound or subject or (B) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; and (ii) except as contemplated in the County Documents, will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the County’s revenues, properties, assets or operations.

(c) This Bond Purchase Agreement constitutes, and the other County Documents will, when executed and delivered by the County, constitute legal, valid and binding obligations of the County, enforceable in accordance with their respective terms except as they may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights and general equitable principles.

(d) The County Information (as defined below) contained in the Preliminary Official Statement was as of its date and is as of the date hereof, and the Official Statement is as of the date hereof and will be as of the Closing, true and correct in all material respects and did not, does not and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The County has approved and consents to the use of the Preliminary Official Statement and the Official Statement by the Underwriters. The County hereby confirms that County Information contained in the Preliminary Official Statement was deemed “final” (except for permitted omissions) as of its date by the County for purposes of paragraph (b)(1) of Rule 15c2-12. “County Information” shall include the information under the headings “PART 1 – INTRODUCTION – Purpose of the Series 2022 Bonds,” “–The County,” “–Facility Improvements,” “PART 4 – THE COUNTY,” “PART 5 – RAISE THE AGE INITIATIVE – Historical OCFS Funds Paid to the County,” “PART 6 – THE PLAN OF FINANCE,” “PART 7 – ESTIMATED SOURCES AND USES OF FUNDS,” “PART 16 – CONTINUING DISCLOSURE,” Appendix B – “CERTAIN FINANCIAL AND ECONOMIC INFORMATION RELATING TO ALBANY COUNTY,” and Appendix C – “SUMMARY FINANCIAL STATEMENTS.”

(e) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the County of, its obligations under the County Documents or the consummation of the transactions to which the County is or is to be a party as contemplated by the County Documents and the Bonds, which are required to be obtained by the County, have been duly obtained and are in full force and effect except for (i) recordings and filings to be done at the time of the Closing and (ii) such approvals, consents and other actions as may be required under the blue sky or other securities laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(f) The County is not in breach of or in default under any agreement or other instrument to which the County is a party or by or to which it or its revenues, properties, assets or operations are bound or subject or any existing administrative regulation, judgment, order, decree, ruling or other law by or to which it or its revenues, properties, assets or operations are bound or subject, which breach or default is material to the transactions contemplated by the County Documents and the Bonds; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument, such a breach or default material to such transactions.

(g) Except as specifically set forth in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or, to the best knowledge of the County, threatened: (i) that, in the reasonable judgment of the County, might (A) result in material liability on the part of the County or (B) materially and adversely affect, as applicable, the acquisition, construction, operation, condition or feasibility of the Project; or (ii) wherein an adverse decision, ruling or finding might adversely affect (A) the transactions contemplated by the County Documents or (B) the validity or enforceability of the County Documents or any agreement or instrument to which the County is a party and which is used or is contemplated for use in the consummation of the transactions contemplated by the County Documents and the Bonds.

(h) Since December 31, 2021, no material adverse change has occurred in the financial position of the County or in its results of operations, except as set forth in or contemplated by the Preliminary Official Statement and the Official Statement, nor has the County, since such date, incurred any material liabilities other than in the ordinary course of business or as set forth or contemplated in the Preliminary Official Statement and the Official Statement.

(i) The audited financial statements with respect to the County (i) have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods concerned (except as otherwise disclosed in the notes to such financial statements); and (ii) fairly present the financial position and results of operations of the County at the respective dates and for the respective period indicated therein.

(j) Except as specifically set forth in the Preliminary Official Statement and the Official Statement, there are no pledges, liens, charges or encumbrances of any nature whatsoever on any item pledged by the County pursuant to the County Documents and the County has not entered into any contract or arrangement of any kind and there is no existing, pending, threatened or anticipated event or circumstance, that might give rise to any such pledge, lien, charge or encumbrance.

(k) Neither DASNY nor any of its members, officers, employees or agents shall have any responsibility to the Underwriters or the County for the completeness of the information obtained from any source with respect to the County or its assets, operations, circumstances, financial conditions and properties, or with respect to the Project, the Bonds or the security purported to be afforded by the DASNY Documents and the County Documents, or otherwise (other than the DASNY Section) and the County acknowledges that it assumes responsibility for all such information provided to the Underwriters in connection with the Underwriters' decision to purchase the Bonds.

Any certificate signed by any officer of the County and delivered to DASNY or the Underwriters pursuant to the County Documents shall be deemed to be a representation and warranty by the County as to the statements made therein with the same effect as if such representation and warranty were set forth in the County Documents.

8. Agreements of the County. (a) The County agrees with DASNY and the Underwriters that the County will furnish such information, execute such instruments and take such other actions in cooperation with the Underwriters as the Underwriters may reasonably request in order to: (i) qualify the Bonds for offer and sale under the blue sky or other securities laws of such states and other jurisdictions of the United States as the Underwriters and the County may designate, and the County will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided, however, that the County shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination. The County hereby consents to the use of the County Documents, the Preliminary Official Statement and the Official Statement by the Underwriters in obtaining such qualifications and determining such eligibilities.

(b) If, prior to the Closing Date or within twenty-five (25) days subsequent to the end of the "underwriting period", any event shall occur that might or would cause the information relating to the County contained in the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the County shall so notify DASNY and the Underwriters. If, in the opinion of the Underwriters or counsel to the Underwriters, such event requires the preparation and publication of an amendment of or a supplement to the Official Statement, DASNY will cause the Official Statement to be amended or supplemented in form and substance satisfactory to the Underwriters and DASNY, and all expenses thereby incurred will be paid by the County if such amendment or supplement is prepared and furnished to the Underwriters on or prior to the twenty-fifth day following the Closing. After the twenty-fifth day following the Closing, the

County shall have no liability for expenses incurred in the preparation and publication of an amendment or supplement to the Official Statement. For the purposes of this Section, the County will furnish such information with respect to itself as the Underwriters may reasonably request from time to time.

9. Underwriters' Representations and Agreements. The Underwriters hereby represent, warrant and agree as follows:

(a) Each Underwriter, on its own behalf, represents that it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the power and all the authority necessary to enter into this Bond Purchase Agreement and to perform its respective covenants, obligations and undertakings hereunder.

(b) When executed and delivered by the other parties hereto, this Bond Purchase Agreement will constitute a valid, binding and enforceable joint and several obligation of such Underwriters in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and general equitable principles.

(c) The Underwriters have neither requested nor received from (nor do the Underwriters expect to receive from or have reviewed by) DASNY or any of its members, officers, employees or agents any information with respect to the County, the Project, the Bonds or the security purported to be afforded by the DASNY Documents and the County Documents, or otherwise, except for any such information that is included within the express representations and warranties of DASNY in the DASNY Documents or in the DASNY Section of the Official Statement or in any other instrument delivered to the Underwriters by or on behalf of DASNY in connection with the transactions contemplated thereby.

(d) The Underwriters have not relied and do not rely on any findings or actions made or taken by DASNY as required by the Enabling Legislation as constituting information with respect to the County, the Project, the Bonds or the security purported to be afforded by the DASNY Documents and the County Documents, or otherwise.

(e) Neither DASNY nor any of its members, officers, employees or agents shall have any responsibility to the Underwriters for the completeness of the information obtained by the Underwriters from any source with respect to the County or its assets, operations, circumstances, financial conditions and properties, or with respect to the Project, the Bonds or the security purported to be afforded by the DASNY Documents and the County Documents, or otherwise, or, subject only to the exceptions stated in (d) above, for the accuracy of such information and the Underwriters acknowledge that, as between themselves and DASNY, the Underwriters assume responsibility for obtaining such information and making such investigation as they deem necessary or desirable in connection with their decision to purchase the Bonds.

(f) Each Underwriter, on its own behalf, represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

(g) In connection with the sale of the Bonds to the public, the Underwriters agree to take such actions and make such disclosures as may be required by applicable Federal and state laws and applicable rules of any governmental or self-regulatory organizations, and to otherwise comply with such laws and rules. Without limiting the generality of the foregoing, the Underwriters assume responsibility for delivering to each purchaser of the Bonds a copy of the Official Statement, in each case together with any and all amendments and supplements, if any, thereto. The Underwriters have taken and shall continue to take action to comply with Rule 15c2-12 and the provisions of this paragraph shall survive the expiration hereof to the extent necessary for such purpose. Except as set forth above, nothing in this paragraph shall impose any responsibility on the Underwriters in addition to that under applicable laws and rules referred to above.

10. Closing. On [____], 2022 or on such other date as may be agreed upon by DASNY, the County and the Underwriters (such date as finally determined is referred to herein as the “**Closing Date**”), DASNY will deliver or cause to be delivered to the Representative through the facilities of The Depository Trust Company (“**DTC**”) in New York, New York, or at such other place as DASNY and the Representative may mutually agree upon, the Bonds, in definitive form, duly executed and authenticated, and will deliver or cause to be delivered to the Representative, the documents mentioned in Section 11(c) hereof, at the office of Barclay Damon LLP at 80 State Street, Albany, New York 12207.

The Representative, on behalf of the Underwriters, will accept such Bonds and pay the Purchase Price of the Bonds (as set forth in Section 1 hereof) by the delivery to DASNY of a certified or official bank check or checks, payable in federal funds or by a wire transfer of federal funds to the order of DASNY or, if directed by DASNY, to the order of the Trustee under the Resolution, in an aggregate amount equal to such Purchase Price. The deliveries of such Bonds and such check or checks or funds are referred to herein as the “**Closing**.” The Bonds shall be issued in form to satisfy the requirements of DTC’s book entry system and shall be prepared and delivered in such authorized denominations and registered in such names as the Underwriters may request. The Bonds shall be made available to the Underwriters for purposes of inspection and packaging, at any time not more than two (2) business days nor less than one (1) business day prior to the Closing Date, at any place in New York, New York, agreed upon by the Representative and DASNY.

11. Conditions of Closing and Termination of Underwriters’ Obligation. The obligation of the Underwriters to purchase and pay for the Bonds at the Closing shall be subject to the performance by DASNY and the County, prior to or concurrently with the Closing, of their respective obligations to be performed under this Bond Purchase Agreement and to the accuracy of the representations and warranties of DASNY and the County contained in this Bond Purchase Agreement as of the date hereof and as of the Closing Date, as if made on and as of the Closing Date (it being specifically understood that for purposes of satisfying this condition and the conditions in Section 11(c) hereof, the term “Official Statement” shall include any amendments thereof or supplements thereto pursuant to Section 2(b) hereof), and shall also be subject to the following additional conditions:

(a) (i) Each of the DASNY Documents and the County Documents shall have been duly authorized, executed and delivered, and each of the foregoing shall be in full

force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriters, (ii) DASNY shall have duly adopted and there shall be in full force and effect such additional resolutions or agreements as shall be necessary, in the opinion of Co-Bond Counsel, in connection with the transactions contemplated hereby, (iii) DASNY shall perform or have performed all of its obligations required under or specified in the DASNY Documents to be performed at or prior to the Closing, (iv) the County shall perform or have performed all of its obligations required under or specified in the County Documents to be performed at or prior to the Closing and (v) the Official Statement shall not have been amended or supplemented, except in such manner as may have been approved by the Underwriters pursuant to Section 2(b) hereof.

(b) The Underwriters shall not have elected to cancel their obligation hereunder to purchase the Bonds, which election may be made by notice to DASNY and the County, if between the date hereof and the time of the Closing:

(i) legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or introduced in or enacted by the legislature of the State, or a decision by a federal court (including the Tax Court of the United States) or State court shall be rendered, or a ruling, regulation (proposed, temporary or final) or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal, State or City of New York agency shall be made, with respect to federal, State or City of New York taxation upon revenues or other income of the general character expected to be derived by DASNY or upon interest received on bonds of the general character of the Bonds, or which would have the effect of changing directly or indirectly the federal, State or City of New York income tax consequences of interest on bonds of the general character of the Bonds in the hands of the holders thereof, which legislation, ruling, regulation or official statement would, in the reasonable judgment of the Underwriters, materially adversely affect the market price of the Bonds;

(ii) there shall occur any event which, in the reasonable judgment of the Underwriters, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement (other than any statement or information provided by the Underwriters) or (B) is not reflected in the Preliminary Official Statement or the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the County or DASNY refuses to permit the Preliminary Official Statement or the Official Statement to be amended or supplemented to correct or supply such statement or information, or the effect of the Preliminary Official Statement or the Official Statement as so corrected or supplemented is, in the reasonable judgment of the Underwriters, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the Bonds;

(iii) there shall occur any outbreak or escalation of hostilities or any national or international calamity or crisis or a financial crisis, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Underwriters, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the Bonds;

(iv) a general suspension of trading on the New York Stock Exchange shall have occurred and be in force or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by such Exchange or by order of the Securities and Exchange Commission or any other governmental authority the effect of which on the financial markets of the United States is, in the reasonable judgment of the Underwriters, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the Bonds;

(v) a general banking moratorium shall have been declared by either federal or State authorities and be in force, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Underwriters, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the Bonds;

(vi) a material disruption in commercial banking or securities settlement, payment or clearance services in the United States shall have occurred;

(vii) legislation shall have been enacted, a decision of any federal or State court shall have been made, or a ruling or regulation (proposed, temporary or final) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that, in the opinion of counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended (such Act being herein called the “**Securities Act**”), or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended (such Act being herein called the “**Trust Indenture Act**”); or

(viii) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental regulation or order of any court, governmental authority, board, agency or commission.

(c) The Underwriters shall receive or have received the following documents, in each case satisfactory in form and substance to the Underwriters:

(i) Three (3) executed copies of the Official Statement executed on behalf of the County and DASNY by their respective Authorized Officers.

(ii) Executed Copies of the DASNY Documents and the County Documents.

(iii) A certificate, dated the Closing Date, of an Authorized Officer of DASNY substantially in the form attached hereto as Exhibit E.

(iv) (A) A certificate, dated the Closing Date, of an Authorized Officer of DASNY stating (1) DASNY’s expectations regarding the amount and use of the proceeds of the Bonds and all other amounts that are treated as proceeds of the Bonds under Section 148(a) of the Code and the applicable Treasury Regulations thereunder, (2) sufficient facts, estimates and

circumstances to support such conclusions and expectations and (3) that, to the best knowledge and belief of such Authorized Officer, DASNY's conclusions and expectations are reasonable and there are no other facts, estimates or circumstances that might materially change such conclusions and expectations; and (B) a certificate of an Authorized Officer of the County, dated the Closing Date, substantiating the foregoing.

(v) A certificate, dated the Closing Date, of an Authorized Officer of the County substantially in the form attached hereto as Exhibit F.

(vi) A certificate, dated the Closing Date, of the Commissioner of the New York State Office of Children and Family Services, in the form attached hereto as Exhibit G.

(vii) A certificate, dated the Closing Date, of an Authorized Officer of the New York State Division of the Budget, in the form attached hereto as Exhibit [].

(viii) A copy of the approving opinions of Co-Bond Counsel, dated the Closing Date and addressed to DASNY, substantially in the form attached as Appendix F to the Official Statement and letters from Co-Bond Counsel addressed to the Underwriters authorizing the Underwriters to rely upon the approving opinions as if such opinions were addressed to the Underwriters.

(ix) Supplemental opinions of Co-Bond Counsel, dated the Closing Date and addressed to DASNY and the Underwriters in substantially the form attached hereto as Exhibit H.

(x) The opinion of Katten Muchin Rosenman LLP, counsel for the Underwriters, dated the Closing Date and addressed to the Underwriters in substantially the form attached hereto as Exhibit I.

(xi) The opinions of Hodgson Russ LLP, counsel for the County, dated the Closing Date and addressed to DASNY, the Trustee and the Underwriters, substantially in the form required by Exhibits J-1 and J-2 and in substance satisfactory to DASNY and Co-Bond Counsel.

(xii) The opinion of Papparone Law PLLC, counsel for the Trustee, dated the Closing Date, in substantially the form required by Exhibit K and in substance satisfactory to DASNY and Co-Bond Counsel.

(xiii) A copy of the Trustee's certificate of acceptance of the duties as Trustee.

(xiv) Written evidence that Moody's Investors Service, Inc. has assigned a rating to the Bonds of "Aa2".

(xv) Evidence of the approval by the Public Authorities Control Board of the issuance of the Bonds for the purposes set forth in the Resolution.

(xvi) Written evidence, satisfactory to Co-Bond Counsel, of compliance with the public approval requirement of Section 147(f) of the Code.

(xvii) A Preliminary Blue Sky Survey, dated the date of the Preliminary Official Statement prepared by counsel to the Underwriters.

(xviii) A copy of DASNY's executed Blanket Letter of Representation to DTC.

(xix) A copy of the Resolution No. [] adopted November __, 2022 by the County Legislature of the County.

(xx) Such additional legal opinions, certificates, proceedings, instruments and other documents as the counsel to the Underwriters or Co-Bond Counsel may reasonably request to evidence compliance by DASNY and the County with legal requirements relating to the transactions contemplated by the Preliminary Official Statement, the Official Statement and this Bond Purchase Agreement, the truth and accuracy, as of the Closing Date, of the representations of DASNY and the County contained herein, and the due performance or satisfaction by DASNY and the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by DASNY and the County.

In addition to anything contained herein, DASNY's obligation to deliver the Bonds shall be subject to its receipt of the certificates, letters and opinions identified in Section 11(c) hereof, at or prior to the Closing, all in form and substance satisfactory to DASNY.

If DASNY or the County shall be unable to satisfy the respective conditions to the obligation of the Underwriters contained in this Bond Purchase Agreement or if the obligation of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriters and, upon such cancellation, neither the Underwriters, the County nor DASNY shall be further obligated hereunder except that the respective obligations of the County and the Underwriters as provided in Sections 12 and 13 hereof shall continue in full force and effect.

12. Expenses. (a) The County agrees to pay all expenses incident to the performance of the obligations of the County and DASNY hereunder, including but not limited to: (i) all costs and expenses incident to preparing and printing or otherwise reproducing (for distribution on or prior to the date of execution of this Bond Purchase Agreement) the DASNY Documents and the County Documents; (ii) all costs and expenses incident to the preparation, and the printing of, the Preliminary Official Statement and the Official Statement and each amendment thereof or supplement thereto made pursuant to Section 2(a)(2) hereof; (iii) all costs of preparing the definitive Bonds; (iv) all fees of rating agencies; and (v) all fees and disbursements of Co-Bond Counsel and any other experts or consultants retained by DASNY or the County. The Underwriters shall have no obligation to pay any of the expenses set forth in the foregoing sentence. DASNY acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) The Underwriters shall pay: (i) all costs of printing any underwriting documents; (ii) all costs of qualifying the Bonds for sale in various states chosen by the Underwriters; (iii) all costs of preparing and printing blue sky and legal investment surveys to be used in connection with the public offering of the Bonds; (iv) all advertising expenses in connection with the public offering of the Bonds; (v) all costs and expenses, including those of DASNY and the County and the fees and disbursements of their counsel, incident to the preparation, printing and distribution of each amendment of or supplement to the Official Statement made other than pursuant to Section 2(a)(2) hereof; and (vi) all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including the fees and disbursements of counsel retained by the Underwriters and the costs associated with compliance with Section 2(c) hereof.

13. Indemnification. (a) The County shall indemnify and hold harmless DASNY, its members, officers, employees and agents (any of the foregoing being herein called a “**DASNY Indemnified Party**”) against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such DASNY Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an allegation or determination that the Bonds should have been registered under Section 15 of the Securities Act or the Resolution should have been qualified under the Trust Indenture Act, or (ii) an allegation or determination that any statement or information (other than information contained in the DASNY Section in the Official Statement or any amendment thereof or supplement thereto or in the Preliminary Official Statement, that is (or is alleged to be) untrue, incorrect or misleading in any material respect or the omission (or alleged omission) therefrom of any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the County will not be liable for the amount of any settlement of any claim or action made without its prior written consent. This Section 13(a) shall not be construed as a limitation on any other liability which the County may otherwise have to any DASNY Indemnified Party, provided that in no event shall the County be obligated for double indemnification.

(b) The County shall indemnify and hold harmless the Underwriters, their respective members, officers, employees and agents and each person who controls an Underwriter within the meaning of Section 15 of the Securities Act (any of the foregoing being herein called an “**Underwriter Indemnified Party**”), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such Underwriter Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any breach by the County of any of its representations and warranties as set forth in Section 7 hereof; or (ii) any allegation that there is, as of the date hereof or as of the Closing Date, any untrue statement of a material fact contained in the County Information or the omission therefrom of any material fact necessary in order to make the statements made in light of the circumstances under which they were made not misleading in the Official Statement or any amendment thereof or supplement thereto or in the Preliminary Official Statement; provided, however, that (A) the County will not be liable for the amount of any

settlement of any claim or action made without its prior written consent and (B) the foregoing Section 13(b): (i) with respect to any Preliminary Official Statement shall not inure to the benefit of any Underwriter Indemnified Party from whom the person asserting any such losses, claims, damages or liabilities purchased Bonds if a copy of the Official Statement (as then amended or supplemented if the County shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Underwriters to such person at or prior to delivery of Bonds to such person, and if the Official Statement (as so amended or supplemented) would have cured the alleged defect giving rise to such loss, claim, damage or liability and (ii) shall not inure to the benefit of any Underwriter Indemnified Party if any such losses, claims, damages or liabilities arise (or are alleged to arise) from the breach of any of the Underwriters' representations and agreements in Section 9 hereof. This Section 13(b) shall not be construed as a limitation on any other liability which the County may otherwise have to any Underwriter Indemnified Party, provided that in no event shall the County be obligated for double indemnification.

(c) Any DASNY Indemnified Party or Underwriter Indemnified Party (each an "**Indemnified Party**") shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification will be sought against the County under this Section 13, notify the County in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of the County by the amount of damages attributable to the failure of such Indemnified Party to give such notice to the County, but the failure to notify the County of any such claim or action shall not relieve the County from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained in this Section 13. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the County of the commencement thereof, the County may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party and after notice from the County to such Indemnified Party of an election so to assume the defense thereof and approval of counsel by the Indemnified Party the County will not be liable to such Indemnified Party under this Section 13 for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until the County assumes the defense of any such action at the request of such Indemnified Party, the County shall have the right to participate at its own expense in the defense of any such action. If the County shall not have employed counsel, satisfactory to the Indemnified Party, to have charge of the defense of any such action within a reasonable time after notice of commencement of such action, or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or any other Indemnified Party that are different from or additional to those available to the County (in which case the County shall not have the right to direct the defense of such action on behalf of such Indemnified Party), legal and other expenses, including the expenses of separate counsel, incurred by such Indemnified Party shall be borne by the County.

(d) (i) The Underwriters, jointly and severally, agree to indemnify and hold harmless DASNY and the County and each of their members, trustees, officers, employees and agents (such person being herein called an "**Indemnitee**") against any and all claims, causes of action, damages, liabilities, amounts paid in settlement of litigation, losses or expenses whatsoever incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities (or actions in respect thereof), arise out of or are

based upon any statement or information contained under the caption “PART 15 – UNDERWRITING” in the Preliminary Official Statement or the Official Statement or any amendment thereof or supplement thereto and that is (or is alleged to be) untrue, incorrect or misleading in any material respect, or the omission (or alleged omission) therefrom of any material fact necessary in order to make the statements therein (under said caption), in the light of the circumstances under which they were made, not misleading.

(ii) An Indemnatee shall, promptly after the receipt of notice of commencement of any action against such Indemnatee in respect of which indemnification will be sought against the Underwriters under this Section 13(d), notify the Underwriters in writing of the commencement thereof. Failure of the Indemnatee to give notice will reduce the liability of the Underwriters by the amount of damages attributable to the failure of the Indemnatee to give such notice to the Underwriters, but the omission to notify the Underwriters of any such claim or action shall not relieve the Underwriters from any liability that they may have to such Indemnatee otherwise than under the indemnity agreement contained in this Section 13(d). In case any such action shall be brought against an Indemnatee and such Indemnatee shall notify the Underwriters of the commencement thereof, the Underwriters may, or if so requested by such Indemnatee shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnatee and after notice from the Underwriters to such Indemnatee of an election so to assume the defense thereof and approval of counsel by the Indemnatee the Underwriters will not be liable to such Indemnatee under this Section 13(d) for any legal or other expenses subsequently incurred by such Indemnatee in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until the Underwriters assume the defense of any such action at the request of such Indemnatee, the Underwriters shall have the right to participate at their own expense in the defense of any such action. If the Underwriters shall not have employed counsel, satisfactory to the Indemnatee, to have charge of the defense of any such action within a reasonable time after notice of commencement of such action, or if an Indemnatee shall have reasonably concluded that there may be defenses available to it and/or any other Indemnatee that are different from or additional to those available to the Underwriters (in which case the Underwriters shall not have the right to direct the defense of such action on behalf of such Indemnatee), legal and other expenses, including the expenses of separate counsel, incurred by such Indemnatee shall be borne by the Underwriters.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraphs (a), (b) or (d) of this Section 13 is due in accordance with its terms but is for any reason held by a court to be unavailable from the County or the Underwriters on grounds of public policy or otherwise, the County and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the County and the Underwriters may be subject in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount bears to the initial offering prices set forth on the cover of the Official Statement and the County is responsible for the balance; provided, however, that (i) in no case shall any Underwriters be responsible for any amount in excess of the underwriting discount applicable to the Bonds purchased by such Underwriters and (ii) no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 13, each

person who controls an Underwriter within the meaning of Section 15 of the Securities Act shall have the same rights as such Underwriter. Any party entitled to contribution shall, promptly after receipt of notice of any claim or commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 13(e), notify such party or parties from whom contribution may be sought, but the omission so to notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this Section 13(e).

14. Limitation of Liability of DASNY. Neither DASNY nor its members, officers, employees or agents shall be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions of any kind under any theory under this Bond Purchase Agreement or any document or instrument referred to herein or by reason of or in connection with this Bond Purchase Agreement or other document or instrument except to the extent it receives amounts from the County available for such purpose. No provision, covenant or agreement contained in, and no obligation herein imposed upon DASNY under, this Bond Purchase Agreement, or the breach thereof, shall constitute a charge against the general credit or give rise to a pecuniary liability of DASNY, except for DASNY's responsibility to make payments from money received from the County pursuant to, and from amounts held in the funds and accounts established pursuant to, the DASNY Documents and pledged therefor. Neither DASNY nor its members, officers, employees or agents shall have any monetary liability arising out of the obligations of DASNY hereunder or in connection with any covenant, representation or warranty made by DASNY herein, and neither DASNY nor its members, officers, employees or agents shall be obligated to pay any amounts in connection with the transactions contemplated hereby other than from the Revenues or money received from the County.

15. Underwriters Not Fiduciaries. The County and DASNY hereby acknowledge and agree in connection with the issuance, purchase and sale of the Bonds under this Bond Purchase Agreement, that: (i) the transaction contemplated by this Bond Purchase Agreement is an arm's-length commercial transaction among DASNY, the County and the Underwriters; (ii) the Underwriters are acting solely as principal and not as an agent or a fiduciary of, or an advisor (including, without limitation, a "municipal advisor" as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act) to, the County or DASNY; (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the County or DASNY with respect to offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates, have advised or are currently advising the County or DASNY on any other matter) or any other obligation to the County or DASNY except those obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriters have financial and other interests that differ from those of the County and DASNY; and (v) the County and DASNY have consulted with their own legal, financial, tax and accounting advisors to the extent they deemed appropriate.

16. Notices. Any notice or other communication to be given to DASNY under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, Attention: General Counsel; any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to the Representative at RBC Capital Markets, LLC, 200 Vesey Street 9th Floor, New York, New

York 10281, Attention: Brad Hopper, Director; and any notice or other communication to be given to the County may be given by delivering the same in writing to [____], Attention: [____]. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses set forth above.

17. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement is made solely for the benefit of DASNY, the Underwriters (including the successors or assigns of any Underwriters) and the County and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements made by the County, DASNY and the Underwriters in this Bond Purchase Agreement, together with Section 14 hereof, shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds hereunder or (c) any termination of this Bond Purchase Agreement.

18. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

19. Governing Law; Venue. This Bond Purchase Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflict of law and action arising hereunder shall be filed and maintained in a State or federal court in either the County of Albany or New York County.

20. Execution by Counterparts. This Bond Purchase Agreement will become a binding agreement among DASNY, the County and the Underwriters upon its acceptance by both DASNY and the County. DASNY and the County may each accept this Bond Purchase Agreement by delivering to the Representative by the time and date herein provided a counterpart of this Bond Purchase Agreement that has been executed by an Authorized Officer of DASNY and the County, respectively, or a telecopy of such a counterpart.

21. Miscellaneous.

(a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provision of any constitution, statute, rule of public policy or for any other reasons, such circumstances shall not have the effect of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement shall not be amended nor shall any provision hereof be waived by either party hereto without the prior written consent of DASNY, the County and the Underwriters.

(c) It is understood and agreed that the members, trustees, officers, employees and agents of DASNY and the County shall not be subject to personal liability or accountability by reason of the issuance of the Bonds or by reason of the representations,

warranties, covenants, obligations or agreements of DASNY and the County contained in this Bond Purchase Agreement.

Very truly yours,

RBC CAPITAL MARKETS, LLC,
as Representative of the Underwriters

By:

Authorized Officer

The foregoing is hereby accepted
as of the date first written above.

**DORMITORY AUTHORITY OF THE
STATE OF NEW YORK**

By: _____
Authorized Officer

The foregoing is hereby accepted as of the
date first written above.

COUNTY OF ALBANY, NEW YORK

By: _____
Authorized Officer

EXHIBIT A

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES, AND REDEMPTION REQUIREMENTS**

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

CERTIFICATE OF THE REPRESENTATIVE

RBC CAPITAL MARKETS, LLC, has acted as the representative of the Underwriters listed in the Bond Purchase Agreement (the “**Representative**”) entered into in connection with the sale and issuance by the Dormitory Authority of the State of New York (“**DASNY**”) of its Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “**Bonds**”), in the aggregate principal amount of [\$_____], being issued on the date hereof, and the Representative hereby certifies and represents on behalf of itself and such other Underwriters the following:

1. As of [_____], 2022 (the “**Sale Date**”), all of the Bonds were the subject of a bona fide offering to the Public at the respective prices or yields set forth on the inside cover page of DASNY’s Official Statement in respect of the Bonds dated [_____], 2022 (the “**Initial Offering Price**”), which are the same prices or yields shown on the final pricing wire for the offering of the Bonds attached hereto as Schedule 1.

2. As of the Sale Date, [except for the Maturities [PLEASE IDENTIFY UN/UNDERSOLD MATURITIES] (the “**Unsold Maturities**”), shown on Schedule 2 attached hereto,] the first price at which 10 percent of each Maturity of the Bonds was sold by the Underwriters to the Public is set forth on Schedule 1.

3. [HOLD THE PRICE – REPRESENTATIVE ALLOTTED UNSOLD MATURITIES] On and following the Sale Date, with respect to the initial sales of the Unsold Maturities, the Representative: (i) has retained the unsold principal amounts of the bonds of the Unsold Maturities as shown in Schedule 2 attached hereto and not allocated any such Unsold Maturities to any other Underwriter, and (ii) has neither offered nor sold any such Unsold Maturities to any person at a price that is higher or yield lower than the Initial Offering Price during the period starting on the Sale Date and ending on the earlier of the following: (a) the close of the fifth business day after the Sale Date, or (b) the date on which at least 10 percent of the bonds of the Unsold Maturity has been sold to the Public at a price that is at or below the Initial Offering Price. OR:

4. [HOLD THE PRICE—SYNDICATE RETAINS BONDS] On and following the Sale Date, with respect to the initial sales of the Unsold Maturities, the Underwriters have neither offered nor sold any Unsold Maturities to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of the following: (a) the close of the fifth business day after the Sale Date, or (b) the date on which at least 10 percent of the bonds of the Unsold Maturity has been sold to the Public at a price that is at or below the Initial Offering Price.

5. The agreement among Underwriters, each selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells

to the Public the unsold Bonds of each Maturity allotted to it until it is notified by the Representative that at least 10 percent of such Maturity of the Bonds was sold by the Underwriters to the Public at a single price, and (B) with respect to the Unsold Maturities, if any, comply with the hold-the-offering-price rule, as described above, if and for so long as directed by the Representative and as set forth in the related pricing wires.

6. The agreement among Underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each Maturity allotted to it until it is notified by the Underwriters that at least 10 percent of such Maturity of the Bonds was sold by the Underwriters to the Public at a single price, and (B) with respect to the Unsold Maturities, if any, comply with the hold-the-offering-price rule, as described above, if and for so long as directed by the Representative and as set forth in the related pricing wires.

For purposes of this Certificate, the following definitions apply:

- (a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.
- (c) *Related Party* means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).
- (d) *Underwriter* means (i) any person that agrees pursuant to a written contract with DASNY (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Representative understands that the foregoing information will be relied upon by DASNY with respect to certain of the representations set forth in the Tax Certificate and

Agreement to which this certificate is included as Exhibit and with respect to compliance with the federal income tax rules affecting the Bonds, and by Barclay Damon LLP and Law Offices of Joseph C. Reid, P.A., as co-bond counsel to DASNY, in connection with providing an opinion as to the exclusion from gross income of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”), the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to DASNY from time to time relating to the Bonds. The Representative is certifying only as to facts in existence on the date hereof. Nothing herein represents the Representative’s interpretation of any laws, in particular the Treasury Regulations under the Code, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other Underwriters and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Dated: [____], 2022

RBC CAPITAL MARKETS, LLC
as Representative of the Underwriters

By: _____
Name: _____
Title: _____

SCHEDULE 1

FINAL PRICING WIRE

SCHEDULE 2

UNSOLD MATURITIES

[None]

EXHIBIT C

SCHEDULE OF DASNY DOCUMENTS

1. Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted by the Dormitory Authority of the State of New York (“**DASNY**”) on September 7, 2022;
2. Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing up to \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds adopted by DASNY on September 7, 2022;
3. Financing Agreement, dated as of [____], 2022, between DASNY and the County of Albany, New York (the “**County**”);
4. Memorandum of Understanding, dated as of [____], 2022, among DASNY, the County, the New York State Comptroller and the New York State Office of Children and Family Services;
5. Bond Series Certificate, dated as of _____, 2022, relating to the Bonds (as defined in the Bond Purchase Agreement);
6. The Bonds; and
7. Bond Purchase Agreement, dated as of [____], 2022, among DASNY, the County and RBC Capital Markets, LLC, as the Representative of the Underwriters named in the Preliminary Official Statement dated as of November __, 2022.

EXHIBIT D

SCHEDULE OF COUNTY DOCUMENTS

1. Financing Agreement, dated as of [____], 2022, between the Dormitory Authority of the State of New York (“**DASNY**”) and the County of Albany, New York (the “**County**”);
2. Memorandum of Understanding, dated as of [____], 2022, among DASNY, the County, the New York State Comptroller and the New York State Office of Children and Family Services;
3. Agreement to Provide Continuing Disclosure, dated as of [____], 2022, among the County and The Bank of New York Mellon, as trustee (the “**Trustee**”);
4. Bond Purchase Agreement, dated as of [____], 2022, among DASNY, the County and RBC Capital Markets, LLC, as the Representative of the Underwriters named in the Preliminary Official Statement dated as of November __, 2022 (the “**Preliminary Official Statement**”), related to the Bonds (as defined in the Bond Purchase Agreement);
5. Preliminary Official Statement; and
6. Official Statement dated as of [____], 2022, related to the Bonds.

EXHIBIT E

CERTIFICATE OF DASNY

I, the undersigned, an Authorized Officer of the Dormitory Authority of the State of New York (“DASNY”), **DO HEREBY CERTIFY** as follows:

This certificate is executed in compliance with Paragraph 11(c)(iii) of the Bond Purchase Agreement, dated _____, 2022 (the “Bond Purchase Agreement”), by and among DASNY, the County of Albany, New York (the “County”) and RBC Capital Markets, LLC, as the Representative of the Underwriters in connection with the sale and issuance by DASNY of \$[_____] aggregate principal amount of its Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), issued pursuant to the Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted September 7, 2022 and with respect to the Series 2022 Bonds, the Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing Up To \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022, adopted September 7, 2022.

1. Attached to the Record of Proceedings as documents [], [] and [] are true and complete copies of the DASNY Documents (as defined in the Bond Purchase Agreement), each of which is duly executed by an Authorized Officer of DASNY, which DASNY Documents have not been amended, supplemented, modified or terminated and, assuming due execution thereof by any other party thereto, are in full force and effect on the date hereof.

2. The representations and warranties of DASNY contained in Section 5 of the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof as if such representations and warranties had been made on and as of the date hereof.

3. DASNY has complied with all the terms of the DASNY Documents to be complied with by it prior to or concurrently with the delivery of the Series 2022 Bonds.

4. As of the date hereof, DASNY is not, and, as a result of the issuance of the Series 2022 Bonds, shall not be, in default in the performance of any of the covenants, conditions, agreements or provisions of the DASNY Documents.

5. With respect to the Official Statement, dated _____, 2022, relating to the Series 2022 Bonds (the “Official Statement”), no event affecting DASNY has occurred since the date of the Official Statement that would cause the information contained in the DASNY Section (as defined in the Bond Purchase Agreement) of the Official Statement to be either untrue or incorrect in any material respect or to contain any untrue statement of a material fact or to omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. Attached hereto as Exhibit A is a true and complete copy of the By-Laws of DASNY as the same have been amended from time to time and as the same have been in full force and effect during the period from September 7, 2022, to and including the date hereof.

7. The duly appointed, qualified and acting members of DASNY from September 7, 2022, to and including the date hereof, are as follows:

Alfonso L. Carney, Jr.: Chair
Gerard Ronski, Esq.: Vice-Chair
Beryl L. Snyder, J.D., Secretary
Jonathan H. Gardner, Esq.
Wellington Z. Chen
Lisa A. Gomez
Joan M. Sullivan
Janice McKinnie
Betty A. Rosa
Robert F. Mujica, Jr.
Mary T. Bassett, M.D.,

8. The duly elected or appointed and acting officers of DASNY from September 7, 2022, to and including the date hereof are identified on Exhibit B attached hereto.

9. The signatures of the Authorized Officers of DASNY, as such term is defined in the Resolution, set forth opposite their names and titles in Exhibit B attached hereto, are true specimens of their signatures.

10. Alfonso L. Carney, Jr., Chair of DASNY, and [____], an Assistant Secretary of DASNY, did heretofore cause to be officially executed the Series 2022 Bonds. Said Chair of DASNY has caused the Series 2022 Bonds to be executed by imprinting thereon a facsimile of his signature and said Chair of DASNY was on the date his facsimile signature was imprinted on the Series 2022 Bonds and is now, the duly elected, qualified and acting Chair of DASNY. Said Assistant Secretary has caused the official seal of DASNY to be imprinted on the Series 2022 Bonds and attested by his facsimile signature, and said Assistant Secretary was, on the date his facsimile signature was imprinted on the Series 2022 Bonds, and is now, the duly elected, qualified and acting Assistant Secretary of DASNY.

11. The seal which has been imprinted on the Series 2022 Bonds is the legally adopted proper and only official corporate seal of DASNY.

12. Attached as Exhibit A to document number 3 of the Record of Proceedings are specimens identical in all respects with the Series 2022 Bonds in fully registered form, this day delivered to, or upon the order of, RBC Capital Markets, LLC, as the Representative of the Underwriters of the Series 2022 Bonds, except as to number, amount, maturity, interest rate, signatures and name of registered owner or owners. Such specimens of the Series 2022 Bonds are in the form prescribed by the Resolution.

13. As of the date hereof, DASNY has not been notified by any representative of the Public Authorities Control Board (the "PACB") that the PACB's Resolution No. [____] adopted on [____], 20[____] (the "PACB Resolution"), has been amended, modified, supplemented, annulled, rescinded or revoked, and to the best knowledge of the undersigned, said PACB Resolution remains in full force and effect on and as of the date hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2022.

**DORMITORY AUTHORITY OF
THE STATE OF NEW YORK**

By _____
Name:
Title:

EXHIBIT F

CERTIFICATE OF THE COUNTY

I, the undersigned, the _____ of County of Albany, New York (the “County”), as an Authorized Officer thereof, **DO HEREBY CERTIFY** that:

1. This certificate is executed in compliance with Paragraph 11(c)(v) of the Bond Purchase Agreement, dated _____, 2022 (the “Bond Purchase Agreement”), by and among the Dormitory Authority of the State of New York (“DASNY”), the County and RBC Capital Markets, LLC, as the Representative of the Underwriters in connection with the sale and issuance by DASNY of \$[_____] aggregate principal amount of its Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), issued pursuant to the Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted September 7, 2022 and with respect to the Series 2022 Bonds, the Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing Up To \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022, adopted September 7, 2022.

2. The representations and warranties of the County contained in the Financing Agreement, dated as of _____, 2022 (the “Agreement”), between DASNY and the County, and in Section 7 of the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof as if such representations and warranties had been made on and as of the date hereof.

3. The County has complied with all terms of the County Documents (as defined in the Bond Purchase Agreement) required to be complied with by it prior to or concurrently with the delivery of the Series 2022 Bonds.

4. I have reviewed the Official Statement, dated _____, 2022, relating to the Series 2022 Bonds (the “Official Statement”), and no event affecting the County has occurred since the date of the Official Statement that would cause the County Information contained in the Official Statement (as defined in the Bond Purchase Agreement) to be either untrue or incorrect in any material respect or to contain any untrue statement of a material fact or to omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

5. Since the date of the financial statements of the County for fiscal year ended December 31, 2021, there has been no material adverse change, or, in the reasonable judgement of the County, any development involving a prospective material adverse change, in the condition (financial or other), earnings, business or properties of the County, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Preliminary Official Statement and the Official Statement.

6. Attached hereto is a true and complete copy of resolutions duly adopted by the County Legislature authorizing the execution and delivery of the County Documents, authorizing and approving the transactions contemplated in the County Documents, and approving the inclusion of the County Information in the Preliminary Official Statement and the Official

Statement, and such resolutions have not been in any way amended, annulled, rescinded or revoked and are in full force and effect as of the date hereof;

7. The County is not, and, as the result of the issuance of the Series 2022 Bonds, shall not be, in default in the performance of any covenants, condition, agreements, or provisions contained in the County Documents.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022.

COUNTY OF ALBANY, NEW YORK

By _____
Name:
Title:

EXHIBIT G

CERTIFICATE OF THE COMMISSIONER OF THE STATE OF NEW YORK OFFICE OF CHILDREN AND FAMILY SERVICES

I, Sheila J. Poole, Commissioner of the New York State Office of Children and Family Services (“OCFS”), DO HEREBY CERTIFY on behalf of OCFS and to the best of my knowledge and belief that:

1. This certificate is executed in compliance with Paragraph 11(c)(vi) of the Bond Purchase Agreement, dated _____, 2022 (the “Bond Purchase Agreement”), by and among the Dormitory Authority of the State of New York (“DASNY”), the County of Albany, New York (the “County”) and RBC Capital Markets, LLC, as the Representative of the Underwriters in connection with the sale and issuance by DASNY of \$[_____] aggregate principal amount of its Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), issued pursuant to the Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted September 7, 2022 and with respect to the Series 2022 Bonds, the Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing Up To \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022, adopted September 7, 2022.

2. The information in the Preliminary Official Statement, dated November __, 2022 (the “Preliminary Official Statement”), and the Official Statement, dated _____, 2022, (the “Official Statement”) delivered pursuant to the Bond Purchase Agreement, relating to \$_____ aggregate principal amount of the Bonds and contained in “PART 1 – INTRODUCTION – Purpose of the Series 2022 Bonds,” “– Raise the Age Initiative,” “– OCFS,” and “PART 5 – RAISE THE AGE INITIATIVE,” excluding the subheading “Estimated Debt Service Coverage” and “Financial Condition of the State,” as of the date of the Preliminary Official Statement did not contain, and as of the date of the Official Statement and the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

[Signature page follows]

IN WITNESS WHEREOF, I have hereunto affixed my hand as of the ____ day of _____
2022.

**NEW YORK STATE OFFICE OF CHILDREN
AND FAMILY SERVICES**

By: _____
Commissioner

EXHIBIT H

FORM OF CO-BOND COUNSEL SUPPLEMENTAL OPINION

_____, 2022

Dormitory Authority of the
State of New York
Albany, New York

RBC Capital Markets, LLC,
as Representative of the Underwriters
named in the Bond Purchase Agreement
dated _____, 2022
200 Vesey Street, 9th Floor
New York, New York 10281

County of Albany, New York
Albany, New York

Re: \$_____ Dormitory Authority of the State of New York
Raise the Age Revenue Bond Financing Program Revenue
Bonds, Series 2022

Ladies and Gentlemen:

We have acted as co-bond counsel in connection with the issuance of \$[_____] principal amount of Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Bonds”) by the Dormitory Authority of the State of New York (“DASNY”), a body corporate and politic constituting a public benefit corporation of the State of New York.

In our capacity as co-bond counsel, we have examined such documents, records and other instruments as we deemed necessary to enable us to render the opinions set forth below, including the DASNY Documents (as defined in the Bond Purchase Agreement). In rendering the opinions contained herein we have assumed the authenticity of the signatures, other than those of DASNY, on the DASNY Documents.

Based upon the foregoing we are of the opinion that:

1. The DASNY Documents have been duly authorized, executed and delivered by DASNY and, assuming due authorization, execution and delivery by and validity against the other parties thereto (as applicable), constitute valid and binding agreements of DASNY enforceable against DASNY in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws, heretofore or hereafter enacted, relating to or affecting the enforcement of creditors’ rights and remedies generally or is subject to the exercise of judicial discretion in accordance with general

principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

2. The Official Statement has been duly authorized, executed and delivered by DASNY and DASNY has authorized the distribution of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the public offering of the Bonds.

3. DASNY has full corporate power and authority to pledge to the Trustee under the Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted September 7, 2022 and with respect to the Series 2022 Bonds, the Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing up to \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, adopted September 7, 2022 (collectively, the “Resolution”) the proceeds from the sale of the Bonds, the Revenues, the security interest in the Pledged Revenues and the OCFS Funds, if any, and all funds and accounts, other than the Arbitrage Rebate Fund and any fund established to pay the purchase price or Redemption Price of Option Bonds, established by the Resolution pledged thereby, as security for the payment of the principal, Sinking Fund Installments, if any, and Redemption Price of, and interest on, the Bonds and such pledge and assignment has been duly made and creates a valid and binding security interest therein in accordance with the terms of the Resolution except to the extent that the enforceability thereof may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws, heretofore or hereafter enacted, affecting the enforcement of creditors’ rights and remedies generally and is subject to the exercise of judicial discretion in accordance with general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

4. The Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “1933 Act”), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the “1939 Act”). It is not necessary in connection with the public offering and sale of the Bonds to register any security under the 1933 Act, or to qualify the Resolution under the 1939 Act.

5. Other than financial and statistical data, as to which no opinion is expressed, the information contained in the Official Statement under the headings “PART 1 - INTRODUCTION - Authorization of Issuance,” “- The Series 2022 Bonds,” “- Payment of the Series 2022 Bonds,” “- Security for the Series 2022 Bonds,” “PART 2 – SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS,” “PART 3 – THE SERIES 2022 BONDS” (with the exception of the information therein under the subheadings “Book-Entry Only System” and “Principal and Interest Requirements”), “PART 9 – LEGALITY OF THE SERIES 2022 BONDS FOR INVESTMENT AND DEPOSIT,” “PART 10 – NEGOTIABLE INSTRUMENTS,” “PART 11 – TAX MATTERS,” “PART 12 – STATE NOT LIABLE ON THE SERIES 2022 BONDS,” “PART 13 – COVENANT BY THE STATE,” Appendix A – “DEFINITIONS,” Appendix D – “SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENT,” and Appendix E – “SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION,” to the extent such information purports to summarize provisions of law, the Bonds and the DASNY Documents, presents a fair and accurate summary thereof in all material respects.

All terms defined in the Resolution and used herein shall have the meanings assigned in the Resolution, except where the context hereof otherwise requires.

This opinion is furnished by us solely for your benefit and may not be relied upon by any other person.

Very truly yours,

EXHIBIT I
FORM OF UNDERWRITERS' COUNSEL OPINION

_____, 2022

RBC Capital Markets, LLC,
as Representative of the Underwriters
named in the Bond Purchase Agreement
dated _____, 2022
200 Vesey Street, 9th Floor
New York, New York 10281

Re: \$_____ Dormitory Authority of the State of New York
 Raise the Age Revenue Bond Financing Program Revenue
 Bonds, Series 2022

Ladies and Gentlemen:

We have acted as counsel to you (for yourself, as underwriter and as representative of the other underwriters) (collectively, the “Underwriters”), in connection with the issuance by the Dormitory Authority of the State of New York (the “DASNY”) of its \$[_____] aggregate principal amount of Dormitory Authority of the State of New York Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Bonds”), pursuant to a Bond Purchase Agreement dated _____, 2022 (the “Bond Purchase Agreement”), by and among DASNY, the County of Albany, New York (the “County”) and the Underwriters. This opinion is rendered pursuant to paragraph 11(c)(x) of the Bond Purchase Agreement, and capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bond Purchase Agreement.

As your co-counsel, we have examined and relied upon the following:

1. A copy of DASNY’s Raise the Age Revenue Bond Financing Program Revenue Bond Resolution, adopted by DASNY on September 7, 2022 (the “Bond Resolution”);
2. A copy of DASNY’s Series Resolution 2022-1 Authorizing up to \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, adopted by DASNY on September 7, 2022 (the “Series 2022 Resolution” and, together with the Bond Resolution, the “Resolutions”);
3. An executed copy of the Preliminary Official Statement dated _____, 2022 prepared in connection with the offering of the Bonds (the “Preliminary Official Statement”);
4. An executed copy of the Official Statement dated _____, 2022 prepared in connection with the offering of the Bonds (the “Official Statement”);

5. An executed copy of the Bond Purchase Agreement;
6. An executed copy of the Financing Agreement, dated _____, 2022, by and between DASNY and the County;
7. the Bond Series Certificate of DASNY, dated as of _____, 2022, relating to the Bonds;
8. An executed copy of the Continuing Disclosure Agreement dated _____, 2022 (the "Continuing Disclosure Agreement") between the County and _____, as trustee;
9. the Memorandum of Understanding, dated _____, 2022, by and among the County, the Comptroller of the State of New York, the New York State Office of Children and Family Services and DASNY;
10. such other documents, certificates and opinions as we have deemed necessary in order to render this opinion.

The documents listed in items (1) through (10) above are herein collectively referred to as the "Reviewed Documents." We have assumed without any inquiry or other investigation (a) the legal capacity of each natural person signing documents, (b) the full power and authority of each person to execute, deliver and perform each document heretofore executed and delivered or hereafter to be done by such person, (c) the due authorization, execution and delivery by each person of each document heretofore executed and delivered or hereafter to be executed and delivered by such person and the due authorization and completion by such person of each other act heretofore done or hereafter to be done by such person, (d) the legality, validity, binding effect and enforceability as to each person of each document heretofore executed and delivered or hereafter to be executed and delivered and of each other act heretofore done or hereafter to be done by such person, (e) no modification of any provision of any of the Reviewed Documents and no waiver of any right or remedy, (f) the genuineness of each signature, the completeness of each document submitted to us as a copy and the authenticity of the original of each document submitted to us as a copy and (g) the truthfulness and accuracy of each statement as to any factual matter contained in any of the Reviewed Documents.

We have relied on (a) the representations and warranties set forth in the Bond Purchase Agreement, and (b) the certificates, opinions and documents delivered to satisfy the conditions to the Underwriters' obligations under the Bond Purchase Agreement.

Whenever in this opinion letter we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge or awareness, we are referring solely to the actual present knowledge of the particular Katten Muchin Rosenman LLP attorneys who have represented the Underwriters in connection with the offering and sale of the Bonds. Except as expressly set forth herein, we have not undertaken any independent investigation, examination or inquiry to determine the existence or absence of any facts and no inference as to our knowledge concerning any facts should be drawn from the fact that such representation has been undertaken by us.

On the basis of the foregoing, and having regard to the legal questions that we deem relevant and subject to the qualifications set forth in this letter we are of the opinion that:

(1) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as indentures pursuant to the Trust Indenture Act of 1939, as amended.

(2) The Continuing Disclosure Agreements comply as to form in all material respects with the requirements of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”).

We have examined the Preliminary Official Statement and the Official Statement and in the course of the preparation of the Preliminary Official Statement and the Official Statement, we participated in communications with certain officers, employees and representatives of and counsel to DASNY, representatives of and counsel to the County and Co-Bond Counsel. Based upon our participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriters and without having undertaken independently to verify the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nothing has come to our attention which would lead us to believe that, as of its date, the Preliminary Official Statement, and as of its date and as of the date hereof, the Official Statement (except, with respect to the Preliminary Official Statement, certain information permitted to be excluded pursuant to the Rule, and except for the financial statements and other financial and statistical data included therein, the information contained in Appendices A, C, D, E and F thereto, the information regarding DASNY and the information contained in “PART 3 – THE SERIES 2022 BONDS” under the subheadings “Book-Entry Only System” and “Principal and Interest Requirements”, as to which no view is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Our opinions and beliefs set forth in this letter are based upon the facts in existence and laws in effect on the date hereof, and we expressly disclaim any obligation to update our opinions herein, regardless of whether changes in such facts or laws come to our attention after the delivery hereof.

This letter is being delivered solely for your benefit and may not be relied upon in any manner by any other person and may not be disclosed, quoted, filed with a governmental agency or otherwise circulated, utilized or referred to without our express prior written consent, except as may be required to comply with a governmental or regulatory order or subpoena and except that reference may be made to it in the Bond Purchase Agreement or in any list of closing documents pertaining to the delivery of the Bonds.

Very truly yours,

EXHIBIT J-1

[FORM OF OPINION OF LOCAL COUNSEL (PRELIMINARY)]

[Letterhead of Local Counsel to County]

[Date]

[Name and address of County]

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

[_____], as Trustee

RBC Capital Markets LLC
455 Patroon Creek Boulevard, Suite 207
Albany, New York 12206,

acting on its own behalf and, if applicable, on
behalf of the other underwriters named in the
Bond Purchase Agreement relating to the
Bonds (defined herein) between the
Dormitory Authority of the State of New
York and such underwriters

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of New York and have acted as counsel to the county referred to above (the “County”), which has entered into a Financing Agreement (as hereinafter defined) with the Dormitory Authority of the State of New York (“DASNY”). Terms used but not otherwise defined herein shall have the respective meanings set forth in such Financing Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(A) the Financing Agreement, dated as of [_____], 2022 (the “Financing Agreement”), by and between DASNY and the County, in the form executed by the County; and

(B) proceedings of the County legislature relating to the approval of the Financing Agreement and the execution and delivery thereof, and the authorization of the undertaking and completion of the Project (as defined in the Financing Agreement).

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other

instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to deliver this opinion.

Based upon the foregoing, I am of the opinion that:

1. There is no litigation of any nature pending or, to my knowledge, threatened to restrain or enjoin the execution or delivery of the Financing Agreement, or any of the proceedings taken with respect to the Financing Agreement, the application of moneys to the payment of the Financing Agreement or in any manner questioning the proceedings and authority under which the Financing Agreement was authorized or affecting the validity of the Financing Agreement, the existence or boundaries of the County or the title of officials of the County who have acted with respect to the proceedings for the authorization of the Financing Agreement to their respective offices, and no authority or proceedings for the authorization of the Financing Agreement have been repealed, revoked or rescinded.

2. The execution and delivery by the County of the Financing Agreement, the adoption of the resolution by the County and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any local law or administrative regulation, or any judgment, decree or any agreement or other instrument known to me to which the County is a party or otherwise subject.

Very truly yours,

EXHIBIT J-2

[FORM OF OPINION OF LOCAL COUNSEL (CLOSING)]

[Letterhead of Local Counsel to County]

[Date]

[Name and address of County]

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

[_____], as Trustee

RBC Capital Markets LLC
455 Patroon Creek Boulevard, Suite 207
Albany, New York 12206,

acting on its own behalf and, if applicable, on
behalf of the other underwriters named in the
Bond Purchase Agreement relating to the
Bonds (defined herein) between the
Dormitory Authority of the State of New
York and such underwriters

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of New York and have acted as counsel to the county referred to above (the “County”), which has entered into a Financing Agreement (as hereinafter defined) with the Dormitory Authority of the State of New York (“DASNY”). Terms used but not otherwise defined herein shall have the respective meanings set forth in such Financing Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

- (A) the Financing Agreement, dated as of [_____], 2022 (the “Financing Agreement”), by and between DASNY and the County, in the form executed by the County;
- (B) the Bond Purchase Agreement;
- (C) the Continuing Disclosure Agreement;
- (D) the Arbitrage and Use of Proceeds Certificate; and

(E) proceedings of the County legislature relating to the approval of Financing Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Arbitrage and Use of Proceeds Certificate (the “Documents”) and the execution and delivery thereof, and the authorization of the undertaking and completion of the Project (as defined in the Financing Agreement).

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to deliver this opinion.

Based upon the foregoing, I am of the opinion that:

1. There is no litigation of any nature pending or, to my knowledge, threatened to restrain or enjoin the execution or delivery of the Documents, or any of the proceedings taken with respect to the Documents, the application of moneys to the payment of the Financing Agreement or in any manner questioning the proceedings and authority under which the Documents were authorized or affecting the validity of the Documents, the existence or boundaries of the County or the title of officials of the County who have acted with respect to the proceedings for the authorization of the Financing Agreement to their respective offices, and no authority or proceedings for the authorization of the Financing Agreement have been repealed, revoked or rescinded.

2. The execution and delivery by the County of the Documents, the adoption of the resolution by the County and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any local law or administrative regulation, or any judgment, decree or any agreement or other instrument known to me to which the County is a party or otherwise subject.

3. In my opinion, the Documents have been duly authorized, executed and delivered by the County; and, assuming the due authorization, execution and delivery of the Financing Agreement by DASNY, will constitute legal, valid and binding obligations of the County, enforceable in accordance with their terms. The enforceability of rights or remedies with respect to the Financing Agreement may be limited by bankruptcy, insolvency or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted.

4. The Financing being made to the County under the terms of the Financing Agreement is being made with the proceeds of bonds being issued by DASNY, the interest on which is intended to be and remain excluded from gross income pursuant to Section 103(a) of the Internal Revenue Code of 1986 (the “Code”). In connection with the Financing, the County has executed and delivered an Arbitrage and Use of Proceeds Certificate. Pursuant to such Arbitrage and Use of Proceeds Certificate and the Financing Agreement, the County has certified and agreed that the County will comply with the provisions and procedures set forth in the Arbitrage and Use of Proceeds Certificate and that it will not take any action or inaction, nor fail to take any action or permit any action to be taken, if any such action or inaction, which would cause the Bonds to be “private activity bonds”, “private loan bonds,” “arbitrage bonds” or “prohibited advance refunding bonds” within the meaning of Sections 141, 148 and 149 of the Code. Based on the

foregoing and assuming compliance with the Arbitrage and Use of Proceeds Certificate and with the covenants contained in Section 5.2 of the Financing Agreement, we are of the opinion that the application of the proceeds of the Bonds to the purposes contemplated by the Financing Agreement will not cause the Bonds (a) to meet either (i) the “private business” tests of Section 141(b) of the Code or (ii) the “private loan financing” test of Section 141 (c) of the Code, (b) to be “arbitrage bonds” within the meaning of Section 148 of the Code or (c) to be a “prohibited advance refunding bond” within the meaning of Section 149(d) of the Code.

Very truly yours,

EXHIBIT K
FORM OF TRUSTEE'S COUNSEL OPINION

_____, 2022

[TRUSTEE]

Dormitory Authority of the
State of New York
Albany, New York

County of Albany, New York
Albany, New York

Re: \$_____ Dormitory Authority of the State of New York
 Raise the Age Revenue Bond Financing Program Revenue
 Bonds, Series 2022

Ladies and Gentlemen:

We have acted as counsel to The Bank of New York Mellon in connection with its appointment by the Dormitory Authority of the State of New York (“DASNY”) as Trustee (the “Trustee”) under its Raise the Age Revenue Bond Financing Program Revenue Bond Resolution adopted by DASNY on September 7, 2022 and its Dormitory Authority of the State of New York Series Resolution 2022-1 Authorizing up to \$22,000,000 Raise the Age Revenue Bond Financing Program Revenue Bonds, adopted by DASNY on September 7, 2022 (collectively, the “Resolution”) relating to DASNY’s Raise the Age Revenue Bond Financing Program Revenue Bonds, Series 2022 (the “Bonds”). Unless otherwise defined herein, capitalized terms used herein shall have the same meaning ascribed to them in the Resolution.

We have examined the Resolution, the Bond Series Certificate relating to the Series 2022 Bonds (the “Series 2022 Certificate”), the Continuing Disclosure Agreement, by and between the County of Albany, New York and the Trustee (the “Continuing Disclosure Agreement”) and originals or photostatic or certified copies of such records of the Trustee, certificates of officers of the Trustee and of public officials, and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below.

In such examination we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents. As to questions of fact material to our opinion, we have relied, without independent investigation or verification, upon certain representations and warranties and statements of fact

contained in the documents which we have examined. In rendering the opinions set forth below, we have assumed the due authorization, execution and delivery by the parties thereto (other than the Trustee) of all documents referred to herein.

On the basis of the foregoing, we advise you that in our opinion:

1. Trustee has been duly organized and is validly existing and in good standing as a national banking association duly organized and existing under the laws of the United States of America.
2. Trustee has full corporate trust power and authority to (i) act as Trustee under the Resolution, (ii) enter into and perform its obligations thereunder and under the Bonds and (iii) execute and deliver any and all agreements to which the Trustee is a party, and the Trustee has duly accepted its duties and obligations pursuant to those documents.
3. Trustee has duly authorized the acceptance of its obligations under the Resolution, the Series 2022 Certificate and the Continuing Disclosure Agreement and such obligations are valid, binding and enforceable against it in accordance with their respective terms, except that such enforceability may be subject (a) to applicable bankruptcy, insolvency, reorganization, and other similar laws of affecting the rights of creditors generally, and (b) to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
4. The acceptance by the Trustee of its obligations under the Resolution and the execution and delivery by the Trustee of the Resolution do not require any consent, approval or authorization of, or any registration or filing with, any governmental authority having jurisdiction over the trust powers of the Trustee, other than those consents, approvals or authorizations as have been obtained.

We are members of the State bar. We do not express any opinion concerning any law, rule, regulation or administrative regulation other than the law of the State and the federal law of the United States.

Very truly yours,