CAMPUS-LET PROCEDURES

This AMENDED and RESTATED CAMPUS LET PROCEDURES is entered into the 8th day of December, 2021, by the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY") and the STATE UNIVERSITY OF NEW YORK ("SUNY"), and amends and restates the Campus Let Procedures ("Original Campus Let Procedures") previously executed by DASNY and SUNY.

The following are the procedures to be followed by DASNY and SUNY:

1. Pursuant to Public Authorities Law §1 680-q(2) ("PAL"), DASNY may construct, acquire, reconstruct, rehabilitate and improve dormitories by contract or by its own employees at State-operated institutions of SUNY. Pursuant to Education Law §355(2)(y), SUNY is authorized to enter into leases with DASNY for such dormitories.

2. DASNY and SUNY have entered into a Financing and Development Agreement dated as of May 15, 2013 (the "Agreement"). In accordance with the Agreement, beginning April 1, 2013 DASNY has issued and will issue its State University of New York Dormitory Facilities Revenue Bonds (the "Bonds") from time to time to finance the design, construction, acquisition, reconstruction, rehabilitation and improvement of dormitories for SUNY and has used and will use the proceeds of such revenue bonds to do so.

3. Pursuant to the Agreement, DASNY is responsible for the design , construction, acquisition, reconstruction, rehabilitation and improvement of dormitories that are subject to the Agreement, provided, however, DASNY and SUNY may agree that SUNY shall be responsible for the design, construction, acquisition, reconstruction, rehabilitation and improvement of certain of such dormitories, referred to in the Agreement and herein as "University Facilities."

4. In order to effectuate the provisions of the Agreement regarding University Facilities, DASNY and SUNY are memorializing the procedures to be followed (the "Campus-Let Procedures") wherein SUNY and DASNY agree that SUNY shall be responsible for the design, construction, acquisition, reconstruction, rehabilitation and improvement of University Facilities as hereinafter provided. SUNY shall comply with all provisions of the Agreement as they apply to University Facilities and in the event of a conflict between this Campus-Let Procedure and the Agreement, the terms of the Agreementshall control.

5. From time to time SUNY shall inform DASNY that it seeks to design, construct, acquire, reconstruct, rehabilitate and improve University Facilities by submitting to DASNY for each such University Facility project a Certification in the form attached as Exhibit A. SUNY shall not undertake construction of a University Facility, other than design work, until: (1) SUNY submits a completed Project Certification in the form attached as Exhibit A, (2) SUNY has delivered to DASNY a building permit and certification in the form attached as Exhibit B with respect to the University Facility, and (3) SUNY has complied with the State Environmental Quality Review Act, the State Smart Growth Public Infrastructure Policy Act and Article 14 of the Parks, Recreation and the Historic Preservation Law in accordance with §7.06 of the Agreement.

6. SUNY will undertake design, construction, acquisition, reconstruction, rehabilitation of each University Facility pursuant to a Memorandum of Understanding executed by SUNY and the respective State-operated institution (the "Campus") in the form attached as Exhibit C.

7. §3.03(b) of the Agreement provides that Plans and Specifications and the cost estimates for a University Facility, and material modifications of Plans and Specifications for a University Facility, shall be approved by DASNY. Provided, however, such approval by DASNY shall be deemed to have been

given upon DASNY's receipt of a building permit and certification in the form attached as Exhibit B for the related University Facility.

8. With respect to a University Facility and In accordance with §3.04 of the Agreement, contracts in connection with the acquisition, desi.gn, construction, reconstruction, rehabilitation or improvement of a University Facility shall be let in accordance with applicable law. SUNY shall require each contractor engaged in the construction, reconstruction, rehabilitation or improvement of a University Facility to provide a performance bond in an amount equal to its contract price as security for the faithful performance of its contract and also a payment bond in an amount which is not less than one hundred per centum (100%) of its contract price as security for the payment of all persons performing labor or furnishing materials in connection with such contract. SUNY shall advise DASNY in writing immediately if there has been a claim against any such payment or performance bond.

9. With respect to a University Facility, and in accordance with §3.06 of the Agreement, SUNY shall submit to DASNY requests for payment in accordance with §3.06(a)(ii) of the Agreement in the form of the certification attached as Exhibit D and, to the extent that bond proceeds are available, payment shall be made in accordance with each such request. SUNY shall advise DASNY of any notices of lien or other instruments ("liens") which have been received in connection with a Project within five business days of the docketing of any such lien or instrument and shall send copy of such lien docket to contacts identified by DASNY. DASNY will advise SUNY if DASNY receives any liens or instruments. To the extent that any such liens or instruments have been docketed, DASNY shall withhold the requisite amounts from subsequent payments to the applicable vendor.

10. With respect to a University Facility, and in accordance with §3.07 of the Agreement, SUNY shall submit to DASNY a completion certificate in the form attached as Exhibit E.

11. With respect to a University Facility, and in accordance with §3.08 of the Agreement, SUNY will promptly proceed to exhaust its remedies or remedies of DASNY, as DASNY's agent, against a contractor or subcontractor in default and against each surety for the performance of such contractor. SUNY will notify DASNY of the steps it intends to take in connection with any such default.

12. With respect to a University Facility and in accordance with §3.09 of the Agreement, SUNY shall, promptly upon request, provide DASNY with a copy of each report regarding the status of the construction of the University Facilities as may be prepared from time to time. SUNY shall keep detailed records relating to the use of proceeds of the Bonds paid to the State University for payment of Costs of each University Facility sufficient to identify the amount of proceeds from each Series of Bonds which have been expended for Costs of such University Facilities for the time period required by the Internal Revenue Service of the
United States Department of the Treasury. All documents and reports received or prepared by SUN Y relating to the construction of a University Facility shall be retained in its possession for at least seven (7) years after such University Facility is completed and shall be subject at all reasonable times to the inspection of the other party hereto and its agents and representatives.

13. With respect to each University Facility, SUNY shall require each contractor to maintain or cause to be maintained until SUNY's final acceptance of the contractor's work, insurance with insurance companies of such type, against such risks and in such amounts as are customarily carried by contractors located in the New York State, engaged in similar work, which insurance shall include property damage, fire and extended coverage, builder's risk, public liability and property damage liability insurance in amounts estimated to indemnify the reasonably anticipated damage, loss or liability, subject to reasonable deductible provisions. SUNY and DASNY shall be named or additional insureds under the policies. In addition, SUNY shall require each consultant retained to provide architectural or engineering services to procure and maintain insurance including errors and omissions, and contractual liability, covering the consultant and its sub-consultants for all services performed. Each agreement between SUNY and a contractor or consultant shall identify DASNY as

a third-party beneficiary of the agreement, and the contractor or consultant shall acknowledge that DASNY is relying upon services being provided under the agreement.

14. With respect to a University Facility, pursuant to Article 15A of the Executive Law, SUNY shall establish and monitor success in achieving participation goals for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE), in accordance with the following provisions: (a) each Project Request and Certification shall have both minimum MBE and WBE participation goals; (b) these goals must be included in the Contractor Reporter and any other advertisements for bids from prospective firms; (c) no contract(s) for a University Facility will be executed unless it can be demonstrated by the respective Campus that there has been a good faith effort to achieve established minimum MBE and WBE participation goals. Specifically, prospective firms (both MWBE and non-MWBE) must submit a MWBE utilization plan to meet established project participation goals prior to bid award and contract execution; (d) with each request for payment, the prime contractor will be required to provide reports of actual MWBE payments to subcontractors and suppliers in accordance with the approved MWBE utilization plan for the project; and (e) an administrator designated by the respective State-operated institution will be responsible for the oversight of and compliance with items (a) through (d) for each University Facility.

15. SUNY shall defend, indemnify and hold harmless DASNY, its employees, agents, officers and directors from and against any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, reasonable attorney and consultant fees, investigations and laboratory fees, court costs and litigation expenses) of whatever kind or nature known or unknown contingent or otherwise arising out of or in any way related to this Campus Let Agreement in accordance with the terms of the Agreement. .

Compliance with these procedures is acknowledged by DASNY and SUNY by their signatures set forth below.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Stephen D. Cirmo

Title: Managing Director, Construction

STATE UNIVERSITY OF NEW YORK

By: _____

Title: Robert Haelen
Senior Vice Chancellor

EXHIBIT A
PROJECT CERTIFICATION FOR UNIVERSITY FACILITY

Campus:
Project Title:
SUNY Project Number:

PROGRAM STATEMENT

	BUDGET $
Design Total	
Basic	
Fees	
Travel	
ECA	
Site Representative	
Construction Manager	
Commissioning Cost	
Construction Total	
Base Cost	
Site Cost	
Change Order Contingency	
Design Program Refinement Contingency	
Equipment	
PROJECT TOTAL	$

* The Campus will assign one of its staff to assume the responsibility.

Minimum MBE participation goal:

Minimum WBE participation goal

I. The State University at_____ has sufficient expertise and staff resources to undertake the Project.

2. The State University of New York and the State University at__ , have executed a Memorandum of Understanding, dated as of _____, 20_____ with respect to the Project substantially in the form of the Memorandum of Understanding attached as Exhibit C to the Campus-Let Procedures as of [ ] to be followed by the Dormitory Authority of the State of New York and the State University of New York.

STATE UNIVERSITY OF NEW YORK

By: _____

Title:

STATE UNIVERSITY AT [ ]

By: _____

Title:

EXHIBIT B
COMPLIANCE CERTIFICATE

Campus:
Project Title:
SUNY Project Number:

The plans and specifications for the Project:

(1) Have been reviewed by _____, architect license no. _____, engineer license no. _____, and he/she certifies that (1) he/she did not prepare the plans and specifications, and is not employed by the preparer of the plans and specifications, and (2) the plans and specifications comply with all applicable laws, ordinances, codes, rules and regulations.

-or-

(2) Will be reviewed by _____, Code Compliance Officer certificate no. _____. I am an employee of _____, and I am not employed by the preparer of the plans and specifications. The issuance of a Building Permit will certify that the plans and specifications have been reviewed and comply with all applicable laws, ordinances, codes, rules and regulations.

Attached hereto as Exhibit 1 is the Building Permit for the Project identified above.

By: _____
Title:

EXHIBIT C
MEMORANDUM OF UNDERSTANDING

STATE UNIVERSITY OF NEW YORK
and
[Applicable SUNY College or University]

This MEMORANDUM OF UNDERSTANDING, made as of the __ day of _____ 20___, by and between the State University of New York, an educational corporation existing under the laws of the State of New York and having its offices and principal place of business at 353 Broadway, State University Plaza, Albany New York 12246 (hereinafter called the "University") and the State University of New York [ ] (hereinafter called the "Campus").

WHEREAS, under sections 355 (2)(c) and 355(2)(r) of the Education Law, the University, through its Board of Trustees, is authorized to provide for the care, custody and management of lands, grounds, structures, buildings, equipment and facilities of the University, including the construction, acquisition, reconstruction , rehabilitation and improvement of dormitories, of the University;

WHEREAS, under section 352(3) of the Education Law, the Campus is one of the constituent educational institutions which comprises the University, and has the authority and capability to undertake the construction, acquisition, reconstruction, rehabilitation and improvement of facilities of the University on the Campus;

WHEREAS, the University at the Campus's request, has agreed to designate the project listed and defined in Exhibit "A" (hereinafter called the "Project") as a University Facility pursuant to the terms of the Financing and Development Agreement by and between tl1e Dormitory Authority of the State of New York ("D ASNY") and the State University of New York, dated as of May I5, 2013 (the Agreement");

NOW, THEREFORE, in consideration of the foregoing, the Campus and the University hereby covenant and agree as follows:

I. The University does hereby designate the Campus letting agency and does hereby authorize and request the Campus to assume responsibility for, and control of, the Project, and the Campus agrees to accept this delegation and administer the Project in accordance with this Memorandum.

2. The University intends to work with DASNY and have DASNY issue its Dormitory Facility Lease Revenue Bonds and make the proceeds of such bonds available for various projects including the Project. Funds will be made available under this Memorandum of Understanding only to the extent of the availability of proceeds of bonds issued and available to finance the Project. The University will be responsible for ensuring that all expenditures are in accordance with applicable law, including the terms and conditions of the Agreement. The Campus shall administer all procurements and awards in compliance with applicable law.

3. The Campus shall act as a letting agency for the construction of the Project, and shall award design and construction contracts for the Project. The design and construction of the Project shall comply with all applicable laws, rules and regulations.

4. The Campus shall maintain a record (the "lien docket") of any notices of lien which have been filed in connection with the Project, which includes the name and residence of the lienor, the name of the contractor or subcontractor again whom the lien was filed, the amount of the lien, the date the lien was filed and the designation of the contract under with the lien arose. The Campus shall notify DASNY and SUNY of the docketing of any liens or other instruments which have been received in connection with a Project within five business days of the docketing of such liens or other instruments by sending a copy of such docket to _ contacts identified by DASNY.

5. The University shall be solely responsible for the Project and its completion in accordance with Exhibit "A". The Campus hereby undertakes with respect to the Project the review and approval of the plans and specifications and forms of contracts, as contemplated by Education Law §376(5). The Campus shall undertake the Project in accordance with the provisions of Items 7553, 7554 and 7555 of the University's Policies and Procedures. The Campus shall comply with all provisions of the Agreement that relate to the Project.

6. Any expenditure in excess of the Project budget shall be the sole responsibility of the Campus.

7. The University acknowledges and agrees that the authorization of expenditures for the Project, the procurement and administration of all contracts for the Project and approval of payments for such contracts shall be the sole responsibility of the Campus, and the Campus shall maintain suitable and auditable records of all such administration and expenses for review by DASNY. Based on the Campus and University approvals, DASNY shall make all disbursements directly to the contractors for Project related expenses upon receipt of fully executed Certifications Required for Payment of Costs of a University Facility in the form of Exhibit D hereof.

8. With respect to each University Facility, SUNY shall require each contractor to maintain or cause to be maintained until SUNY's final acceptance of the contractor's work, insurance with insurance companies of such type, against such risks and in such amounts as are customarily carried by contractors located in the State, engaged in similar work, which insurance shall include property damage, fire and extended coverage, builder's risk, public liability and property damage liability insurance in amounts estimated to indemnify the reasonably anticipated damage, loss or liability, subject to reasonable deductible provisions. SUNY and DASNY shall be named or additional insureds under the policies. In addition, SUNY shall require each consultant retained to provide architectural or engineering services to procure and maintain insurance including errors and omissions, and contractual liability, covering the consultant and its sub-consultants for all services performed. Each agreement between SUNY and a contractor or consultant shall identify DASNY as a third-party beneficiary of the agreement, and the contractor or consultant shall acknowledge that DASNY is relying upon services being provided under the agreement.

9. The Campus shall not undertake construction of a Project, other than design work, until (1) DASNY has approved the related Project Request and Certification or DASNY's approval of the related Project Request and Ce1tification has been deemed given, (2) the Campus has delivered to DASNY a building permit with respect to the Project and Compliance Certificate in the form attached as Exhibit "B", and (3) the University has complied with the State Environmental Quality Review Act, the State Smart Growth Public Infrastructure Policy Act and Article 14 of the Parks, Recreation and Historic Preservation Law.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE UNIVERSITY OF NEW YORK	[CAMPUS]
By:_____	By:_____
Title:	Title:
Date:	Date:

EXHIBIT D

CERTIFICATION REQUIRED FOR PAYMENT OF COSTS OF A UNIVERSITY FACILITY

Campus:
Project Title:
SUNY Project Number:

The undersigned, Authorized Officers of the State University of New York ("SUNY")
Name: _____, Title: _____, and
Name: _____, Title: _____ on behalf of:
(the "Campus") certify with respect to the University Facility identified above in connection with the Dormitory Authority of the State of New York's ("DASNY") State University of New York Dormitory Facilities Revenue Bonds (the "Bonds") that:

A. The enclosed architect's certification(s) if any, is (are) a true and correct copy of the architect's certification(s) received by SUNY for the work to which it relates.

B. Each vendor invoice for which payment is requested is attached and for each vendor SUNY has provided DASNY with a W-9 form.

C. Expenses or monies for which payment is requisitioned in the amount of $[ ] corresponding to the attached invoice(s) have been incurred for items which constitute Costs of a University Facility, as that term is defined in the Financing and Development Agreement by and between DASNY and SUNY dated as of May 15, 2013 (the "Agreement").

D. No amount for which payments is being requisitioned hereby has been the basis of any prior disbursement from the Construction Fund.

E. The payments being requisitioned constitute a necessary part of the cost of the applicable University Facility and are within the project budget submitted to DASNY in accordance with the Campus-Let Procedures implemented by DASNY and SUNY dated as of [ ].

F. SUNY has complied with all provisions of the Agreement and the tax certificate executed by SUNY in connection with the issuance of the Bonds, including , but not limited to those related to the use of the Project and certain prohibitions against use for sectarian religious instruction or religious worship and certain not tax-exempt purposes,

G. SUNY will retain all original documentation related to expenditures for items which constitute Costs of the Project for at least seven (7) years for inspection at any time by DASNY or its auditors, and

H. [ ] SUNY and the applicable Campus have checked the applicable lien dockets and represent to DASNY that as of the date hereof, no liens have been filed with respect to the Project or the contracts relating to the Project.]

[ ] SUNY and the Applicable Campus have checked the applicable lien docket and a lien or other instrument in the amount of [ ] has been docketed and a copy of the docket reflecting any such lien or other instrument is attached hereto.]

State University of New York

By: _____
Title:
Date:

(Signature of Authorized Officer)

[Fill in Name of Campus]

By: _____
Title:
Date:

(Signature of Authorized Officer)

EXHIBIT D-1

SUPPLEMENTAL CERTIFICATION REQUIRED FOR PAYMENT OF COSTS OF A UNIVERSITY FACILITY

Campus:
Project Title:
SUNY Project Number:

The undersigned, Authorized Officers of the State University of New York ("SUNY")
Name: _____, Title: _____, and
Name: _____, Title: _____ on behalf of:
(the "Campus") certify with respect to the University Facility and the project (the "Project") identified above in connection with the Dormitory Authority of the State of New York's ("DASNY") State University of New York Dormitory Facilities Revenue Bonds (the "Bonds") that:

A. The Campus represents that expenses or monies for which payment is requisitioned in the amount of $_____, constitute wage, benefit and payroll costs incurred by the Campus by utilizing the services of its own employees in the construction, reconstruction or renovation (or the management of such construction, reconstruction or renovation) of the Project ("Labor Costs").

B. The Campus represents that all Labor Costs were paid less than 18 months prior to submission of this request for reimbursement.

C. The Campus represents that all Labor Costs constitute "direct labor costs" as described in Treasury Regulation §1.263A-1(e)(2)(B) or "indirect labor costs" for employee benefits as described in Treasury Regulation §1.263A-1(e)(3)(ii)(D), all of which are capitalizable expenditures directly related to the Project and that it is not seeking reimbursement for any University Service Fees or other similar fees.

D. The Campus represents that the information contained in the payroll/timesheet records submitted to DASNY substantiating the Labor Costs, as well as any supporting documents submitted (the "Records"), are true and correct and accurately reflect the number of Campus employees (the "Employees"), the hourly rate and the number of hours expended by such Employees for design, pre-construction, and/or construction, reconstruction or renovation work undertaken in connection with the Project.

E. The Campus represents that the wages and/or compensation actually paid to such Employees for work undertaken in connection with the Project is reasonable and customary for the type of work performed by the Employees.

F. The Campus represents that had the work not been undertaken by the Employees, the Campus would have had to retain outside contractors to perform such work.

G. Expenses or monies for which payment is requisitioned have been incurred for Labor Costs which constitute Costs of a University Facility, as that term is defined in the Financing and Development Agreement by and between DASNY and SUNY dated as of May 15, 2013 (the "Agreement").

H. No amount for which payment is being requisitioned hereby has been the basis of any prior disbursement from the Construction Fund.

I. The payments being requisitioned constitute a necessary part of the cost of the applicable University Facility and are within the project budget submitted to DASNY in accordance with the Campus-Let Procedures implemented by DASNY and SUNY as of July 17, 2014, as amended and restated on December 8, 2021.

J. SUNY has complied with all provisions of the Agreement and the tax certificate executed by SUNY in connection with the issuance of the Bonds (the "Tax Certificate"), including, but not limited to those related to the use of the Project and certain prohibitions against use for sectarian religious instruction or religious worship and certain purposes that are not eligible for tax-exempt financing.

K. SUNY will retain all original documentation related to expenditures for items which constitute Costs of the Project including records substantiating the Labor Costs for at least seven years (7) for inspection at any time by DASNY or its auditors.

L. [ ] SUNY and the applicable Campus have checked the applicable lien dockets and represent to DASNY that as of the date hereof, no liens have been filed with respect to the Project or the contracts relating to the Project.

[ ] SUNY and the Applicable Campus have checked the applicable lien docket and a lien or other instrument in the amount of [ ] has been docketed and a copy of the docket reflecting any such lien or other instrument is attached hereto.

Facsimile signatures shall constitute original signatures for purposes of this reimbursement.

State University of New York

By: _____

(Signature of Authorized Officer)

[Fill in Name of Campus]

By: _____

(Signature of Authorized Officer)

EXHIBIT D-2

SUPPLEMENTAL CERTIFICATION REQUIRED FOR PAYMENT OF COSTS OF A UNIVERSITY FACILITY

Campus:
Project Title:
SUNY Project Number:

The undersigned, Authorized Officers of the State University of New York ("SUNY")
Name: _____, Title: _____, and
Name: _____, Title: _____ on behalf of:
(the "Campus") certify with respect to the University Facility and the project (the "Project") identified above in connection with the Dormitory Authority of the State of New York's ("DASNY") State University of New York Dormitory Facilities Revenue Bonds (the "Bonds") that:

A. The Campus represents that expenses or monies for which payment is requisitioned in the amount of $_____, constitute costs of acquiring items of furnishing and equipment having useful lives of at least one year and no item has a unit cost of $100 or less ("Equipment Purchases").

B. The Campus represents that all Equipment Purchases were paid less than 18 months prior to submission of this request for reimbursement, all of which constitute capitalizable expenditures directly related to the Project, and that it is not seeking reimbursement for any University Service Fees or other similar fees.

C. The Campus represents that the Equipment Purchases are not for routine repair or maintenance projects or expenditures (i.e., recurring activities expected to be performed to keep the Project in its ordinary efficient operating condition) or for painting, inspecting, cleaning, carpeting, draperies or light fixtures.

D. Expenses or monies for which payment is requisitioned have been incurred for Equipment Purchases which constitute Costs of a University Facility, as that term is defined in the Financing and Development Agreement by and between DASNY and SUNY dated as of May 15, 2013 (the "Agreement").

E. No amount for which payments is being requisitioned hereby has been the basis of any prior disbursement from the Construction Fund.

F. The payments being requisitioned constitute a necessary part of the cost of the applicable University Facility and are within the project budget submitted to DASNY in accordance with the Campus-Let Procedures implemented by DASNY and SUNY as of July 17, 2014, as amended and restated on December 8, 2021.

G. SUNY has complied with all provisions of the Agreement and the tax certificate executed by SUNY in connection with the issuance of the Bonds (the "Tax Certificate"), including, but not limited to those related to the use of the Project and certain prohibitions against use for sectarian religious instruction or religious worship and certain purposes that are not eligible for tax-exempt financing.

H. SUNY will retain all original documentation related to expenditures for items which constitute Costs of the Project including records substantially the Equipment Purchases for the period at least seven (7) years for inspection at any time by DASNY or its auditors.

I. [ ] SUNY and the applicable Campus have checked the applicable lien dockets and represent to DASNY that as of the date hereof, no liens have been filed with respect to the Project or the contracts relating to the Project.

[ ] SUNY and the Applicable Campus have checked the applicable lien docket and a lien or other instrument in the amount of [ ] has been docketed and a copy of the docket reflecting any such lien or other instrument is attached hereto.

Facsimile signatures shall constitute original signatures for purposes of this reimbursement.

State University of New York

By: _____

(Signature of Authorized Officer)

[Fill in Name of Campus]

By: _____

(Signature of Authorized Officer)

EXHIBIT E
COMPLETION CERTIFICATE

Campus:
Project Title:
SUNY Project Number:

I. The Project has been completed substantially in accordance with the Plans and Specifications as that term is defined in the Financing and Development Agreement by and between the Dormitory Authority of the State of New York (" DASNY") and the State University of New York dated as of May 15, 2013 and in accordance with Section 3.07 thereof:

2. A temporary or permanent certificate of occupancy for the Project has been issued pursuant to the New York State Building Construction Code, and a copy of the certificate isattached hereto.

3. The Project is ready for occupancy.

4. The Project was completed on _____, 20____.

5. In my opinion, $_____ is the amount, as yet unpaid, required for the payment of Costs of the Project and Costs of Issuance relating to the Project, as such terms are defined in the State University Dormitory Facilities Revenue Bond Resolution adopted by DASNY on May 15, 2013.

STATE UNIVERSITY OF NEW YORK

By: _____

Title:

Date: