AMENDED CAMPUS-LET PROCEDURES

The following are the amended procedures, which have been amended as of August 23, 2017 to be followed by the Dormitory Authority of the State of New York ("DASNY") and the State University of New York ("SUNY"):

1. Pursuant to Public Authorities Law §1680-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 Agreement shall control.

5. From time to time SUNY shall seek DASNY's agreement to design, construct, acquire, reconstruct, rehabilitate and improve University Facilities by submitting to DASNY for each such University Facility a Project Request and Certification in the form attached as Exhibit A. DASNY will approve or disapprove the Project Request and Certification within ten (10) business days after receipt thereof. Such approval shall not be withheld unreasonably. If DASNY fails to approve or disapprove the Project Request and Certification within ten (10) business days after receipt thereof, DASNY will be deemed to have given its approval. SUNY shall not undertake construction of a University Facility, 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 Certification has been deemed given, (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, design, 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 certifications attached as Exhibits D, D-1 and D2 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 instrument (“liens”) which have been received in connection with a Project within five business days of the docketing of any such lien and shall send copy of such lien docket to SUDOCKET@dasny.org. 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 SUNY 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 procure and maintain the following insurance until SUNY's final acceptance of the contractor's work:

(a) Workers' compensation and New York State disability insurance, as required by New York State for the term of the Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Chairman of the Workers Compensation Board.
(b) General liability and property damage insurance:
   i. For contracts with a total contract value less than $10,000,000, $2,000,000 each occurrence; $2,000,000 general aggregate; and products/completed operations with an aggregate limit of $2,000,000.
   ii. For contracts with a total contract value more than $10,000,000 up to $50,000,000 $5,000,000 each occurrence; $5,000,000 general aggregate; and products/completed operations with an aggregate limit of $5,000,000.
   iii. For contracts with a total contract value more than $50,000,000 $10,000,000 each occurrence; $10,000,000 general aggregate; and products/completed operations with an aggregate limit of $10,000,000; or limits in excess of $10,000,000 as determined by the University.
(c) Comprehensive Business Automobile Liability Insurance, a minimum coverage of $1 million each occurrence, $2 million aggregate,
(d) Owner's protective liability insurance (minimum coverage of $1 million each occurrence, $2 million aggregate),
(e) Asbestos abatement insurance, if applicable (minimum coverage of $1 million each occurrence, $2 million aggregate), and
(f) Builder's risk insurance in an amount equal to one hundred per centum (100%) of the completed value of the insurable value of the University Facility in accordance with §4.06(a)(i) of the Agreement. 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 with a limit for each occurrence equal, in the case of a University Facility for which the budget is $5 million or less, to the lesser of one half of the budget for the related University Facility or $1 million, and equal, in the case of a University Facility for which the budget exceeds $5 million, to $2 million. 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 the 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. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, the SUNY shall hold DASNY harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this 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: ____________________________
Title: Authorized Officer

STATE UNIVERSITY OF NEW YORK

By: ____________________________
Title: Senior Vice Chancellor for Legal Affairs, General Counsel and Secretary of the University
EXHIBIT A
PROJECT REQUEST AND 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 this responsibility.

Minimum MBE participation goal:

Minimum WBE participation goal:

1. 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: ____________________________
Date: __________________________

Receipt acknowledged:

Dormitory Authority of the State of New York

By: ____________________________
Date: __________________________
EXHIBIT B  COMPLIANCE CERTIFICATE

Campus:
Project Title:  
SUNY Project Number:

The plans and specifications for the Project identified above have been reviewed by

________________________________________, architect license no. ________________, engineer license
no. ________________, or code enforcement official certification 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.

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

[ ]

By:
Date:

Receipt acknowledged:

Dormitory Authority of the State of New York

By: ____________________________
Date: __________________________
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 ____________, 200 _,
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 the Dormitory Authority of the State of New York
(“DASNY”) and the State University of New York, dated as of May 15, 2013 (the Agreement”);

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

1. 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
one business day of the docketing of such liens or other instruments by sending a copy of such docket to
SUDOCKET@dasny.org.
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 Project, the Campus shall require each contractor to procure and maintain the following insurance until the Campus’s final acceptance of the contractor’s work: (a) workers’ compensation and New York State disability insurance, (b) general liability and property damage insurance (minimum coverage of $2 million each occurrence, $2 million aggregate), (c) automobile liability and property damage insurance (minimum coverage of $1 million each person and accident), (d) owner’s protective liability insurance (minimum coverage of $1 million each occurrence, $2 million aggregate), (e) asbestos abatement insurance, if applicable (minimum coverage of $1 million each occurrence, $2 million aggregate), and (f) builder’s risk insurance in an amount equal to one hundred percent (100%) of the completed value of the insurable value of the Project in accordance with Section 4.06(a)(i) of the Agreement. The University and the Dormitory Authority of the State of New York (“DASNY”) shall be named or additional insureds under the policies. In addition, the Campus 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 with a limit for each occurrence equal, in the case of a Project for which the budget is $5 million or less, to the lesser of one half of the budget for the related Project or $1 million, and equal, in the case of a Project for which the budget exceeds $5 million, to $2 million. Each agreement between the Campus 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 the 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 Certification 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:
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 architects
certification(s) received by SUNY for the work to which it relates.

B. Each vendor invoice(s) 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 invoices 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.] or [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 [Fill in Name of Campus]

By: ____________________________ By: ____________________________
(Signature of Authorized Officer) (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.

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 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.] or [SUNY and the 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: ____________________________
(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.

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 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.] or [SUNY and the 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: ____________________________

(Signature of Authorized Officer)

[Fill in Name of Campus]

By: ____________________________

(Signature of Authorized Officer)
EXHIBIT E
COMPLETION CERTIFICATE

Campus:
Project Title:
SUNY Project Number:

1. 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 is attached 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:
Date: