

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, made and entered into as of June 1, 2006 (this "Administration Agreement"), by and between ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York (the "Agency"), having its principal office at 255-275 Main Street, County Government Center, Goshen, New York 10924, party of the first part, and INTERAGENCY COUNCIL OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES AGENCIES, INC. (the "Program Facilitator"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at 275 Seventh Avenue, New York, New York 10001, party of the second part (capitalized terms used in this Administration Agreement and not defined herein shall have the respective meanings assigned to such terms in the Indenture referred to below):

WITNESSETH:

WHEREAS, the Orange County Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes and which may include or mean an industrial pollution control facility to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was established by Chapter 390 of the 1972 Laws of New York, as amended (together with the Enabling Act, the "Act"), for the benefit of Orange County and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with a not-for-profit corporation, Crystal Run Village, Inc. (the "Participant"), in connection with the financing or refinancing of the cost of the acquisition, renovation, improvement, equipping and furnishing of civic facilities for the Participant within Orange County, all for the purpose of providing services to people with developmental disabilities or other special needs (the "Program"); and

WHEREAS, the Participant will lease its civic facilities to the Agency pursuant to a Company Lease Agreement, dated as of even date herewith, between the Participant and the

Agency, and the Agency will sell its leasehold interest in such civic facilities to the Participant pursuant to an Installment Sale Agreement, dated as of even date herewith, between the Agency and the Participant (the "Installment Sale Agreement"); and

WHEREAS, the Agency, in order to provide funds for a portion of the cost of financing or refinancing such civic facilities and for incidental and related costs, will issue and sell its Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 2006G-1 in the aggregate principal amount of \$3,635,000 (the "Tax-Exempt Bonds") and Series 2006G-2 (Federally Taxable) in the aggregate principal amount of \$220,000 (collectively, the "Bonds") pursuant to the Act, a resolution of the Agency adopted on May 17, 2006 and an Indenture of Trust, dated as of even date herewith (as the same may be amended or supplemented, the "Indenture"), between the Agency and The Bank of New York, as trustee (the "Trustee"); and

WHEREAS, concurrently with the execution hereof, the Agency and the Participant will enter into a Tax Compliance Agreement, dated the date of the initial issuance and delivery of the Bonds (as the same may be amended or supplemented, the "Tax Compliance Agreement"), with respect to the Tax-Exempt Bonds; and

WHEREAS, in order to more efficiently administer the Program, the Agency and the Program Facilitator are entering into this Administration Agreement;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided that in the performance of the agreements of the Agency herein contained, any obligation it may incur for the payment of money shall not subject the Agency to any pecuniary or other liability nor create a debt of the State of New York or of Orange County, and neither the State of New York nor Orange County shall be liable on any obligation so incurred, but any such obligation shall be payable solely out of the installment purchase payments, revenues and receipts derived from or in connection with the Facility, including moneys received under the Installment Sale Agreement):

ARTICLE I

Duties of the Program Facilitator

(a) In consideration of the compensation provided herein, the Program Facilitator shall perform the following duties on behalf of the Participant and the Agency in connection with the Program:

(i) in the event of an occurrence of an Event of Default under the Installment Sale Agreement, use its best efforts to assist the defaulting Participant to cure such Event of Default in the most expeditious manner possible; and to that end the Program Facilitator shall provide such advice, counsel and administrative assistance as may be practicable and appropriate under the circumstances to enable the Participant to cure such Event of Default; provided, however, that nothing contained herein is intended or shall be construed to impose any liability on the Program Facilitator nor require the Program Facilitator to expend or risk its own funds; and

(ii) direct the investment of funds held under the Indenture, including, but not limited to, the execution and delivery of such documents and instruments as may be necessary on behalf of the Participant with respect to such investments, as the Participant's agent or designee, all in accordance with the provisions of the Indenture, the Tax Compliance Agreement and the Installment Sale Agreement.

(b) In performing its duties under this Administration Agreement, the Program Facilitator may rely upon all statements and representations made by and on behalf of the Participant.

(c) The Program Facilitator may subcontract with others to perform a portion of the services required by paragraph (a) above, provided that the Program Facilitator shall at all times be and remain primarily responsible to the Agency for the performance of this Administration Agreement.

(d) The Program Facilitator hereby agrees to perform, in a diligent and businesslike manner, each and every of the duties imposed on the Program Facilitator under the Indenture and the Installment Sale Agreement.

ARTICLE II

Compensation of Program Personnel

The Program Facilitator and all financial institutions, attorneys, consultants, trustees and all others retained by the Program Facilitator to perform any service or function required hereunder, including subcontractors, with respect to the operation of the Program shall be paid their respective fees, charges, costs, and expenses by the Program Facilitator, or under its direction, solely from on-going amounts payable by the Participant. The amount of all fees, charges, costs and expenses paid to all persons retained by the Program Facilitator pursuant to this Administration Agreement shall be determined by the Program Facilitator, subject, however, with regard to any such amount of all fees, charges, costs and expenses incurred after the original issuance of the Bonds only, to the prior written approval of the same by the Agency, which approval will not be unreasonably withheld or delayed.

ARTICLE III

Compensation of Program Facilitator

(a) As compensation for the services performed under this Administration Agreement, the Participant shall pay to the Program Facilitator: (i) on the date of issuance of the Bonds (the "Closing Date"), a fee of one-quarter (1/4) of one percent (1%) of the total principal amount of the Bonds (the "Closing Fee"), and (ii) beginning on the tenth (10th) day of the month following the Closing Date until the termination of the Installment Sale Agreement, a monthly payment representing one-twelfth (1/12) of the Closing Fee, which is one-eighth (1/8) of one percent (1%) of the outstanding Bonds as of the preceding July 2 (except for the first year, when the Closing Fee will be based on the total principal amount of the Bonds).

(b) Reserved.

(c) In addition, in the event the Program Facilitator invests in investment agreements on behalf of the Participant, the Participant shall pay the costs, fees and expenses with respect to such investments. The Participant will pay such costs, fees and expenses as billed by the Program Facilitator or its designated agent.

(d) The parties hereby agree that the Agency will not be responsible for the payment of any fees, charges, costs or expenses hereunder.

ARTICLE IV

Term of Agreement

This Administration Agreement shall commence on the date of execution and delivery hereof by the Program Facilitator and the Agency and the same shall continue as long as the Bonds remain outstanding; provided that, the Program Facilitator may resign, or, at the option of the Agency upon a default by the Program Facilitator hereunder or upon the Program Facilitator's gross negligence or willful misconduct, may be terminated at any time upon providing 90 days written notice to the Agency, the Program Facilitator, the Trustee, the Bond Insurer and to the Participant.

ARTICLE V

All covenants, stipulations, promises, agreements and obligations of the Agency contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, employee or agent of the Agency in his individual capacity, and no recourse shall be had for the payment of any debt or interest thereon or any of the obligations herein or for any claim based hereon or hereunder against any member, director, officer, employee or agent of the Agency.

ARTICLE VI

Miscellaneous

(a) All notices hereunder shall be effected in accordance with the provisions of Section 13.03 of the Indenture.

(b) This Administration Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

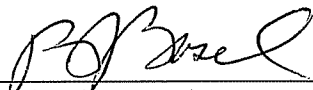
(c) This Administration Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Administration Agreement to be executed by their duly authorized officers all as of the date set forth above.

ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

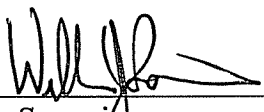
By: _____
William Trimble
Administrative Director

INTERAGENCY COUNCIL OF MENTAL
RETARDATION AND DEVELOPMENTAL
DISABILITIES AGENCIES, INC.

By:  _____
Richard J. Bosch
Deputy Executive Director

Approved by:

CRYSTAL RUN VILLAGE, INC.

By:  _____
William Sammis
Chief Financial Officer

ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

William Trimble

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