

THIS BOND SHALL NEVER CONSTITUTE A DÉBT OR INDEBTEDNESS OF THE STATE OF NEW YORK OR OF ORANGE COUNTY, AND NEITHER THE STATE OF NEW YORK NOR ORANGE COUNTY SHALL BE LIABLE HEREON, NOR SHALL THIS BOND BE PAYABLE OUT OF ANY FUNDS OF THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY OTHER THAN THOSE PLEDGED THEREFOR

Bond Insurance Policy No. NI0606-32 (the "Policy") with respect to payments due for principal of and interest on this Bond has been issued by ACA Financial Guaranty Corporation ("ACA"). The Policy has been delivered to The Bank of New York, New York, New York, as Trustee, and will be held by such Trustee or any successor trustee. The Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be secured from ACA. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of ACA as more fully set forth in the Policy.

ORANGE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY  
CIVIC FACILITY REVENUE BOND  
(SPECIAL NEEDS FACILITIES POOLED PROGRAM),  
SERIES 2006G-2 (FEDERALLY TAXABLE)

Bond Date: June 1, 2006

CUSIP: 684595 DS 7

Maturity Date: July 1, 2008

Registered Owner: Cede & Co.

Principal Amount: \$220,000

Interest Rate: 6.05%

Bond Number: G2R-1

Orange County Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation, duly organized and existing under the laws of the State of New York (herein called the "Agency"), for value received, hereby promises to pay as hereinafter provided, solely from the installment purchase payments, revenues and receipts derived from or in connection with the Facilities hereinafter referred to as provided in the Indenture hereinafter referred to, to the Registered Holder identified above or registered assigns, upon presentation and surrender hereof, on the Maturity Date set forth above, the Principal Amount set forth above, and in like manner to pay interest at the Interest Rate set forth above on the unpaid principal balance hereof from the Bond Date

hereof until the Agency's obligation with respect to the payment of such Principal Amount shall be discharged. Payment of interest shall be made on the first day of January and the first day of July in each year (each, an "Interest Payment Date"), commencing January 1, 2007 (or, if such day is not a Business Day, the immediately succeeding Business Day). Such interest shall be computed on the basis of a 360-day year of twelve 30-day months. In no event shall the interest rate payable hereon exceed the maximum permitted by, or enforceable under, applicable law. Payment shall be made in any coin or currency of the United States of America which, on the respective dates of payment, is legal tender for the payment of public and private debts.

This bond shall bear interest from the Bond Date indicated above, if authenticated prior to the first Interest Payment Date. If authenticated on or after the first Interest Payment Date, in exchange for or upon the registration of transfer of Bonds, this bond shall bear interest from and including the Interest Payment Date next preceding the date of the authentication hereof, unless the date of such authentication shall be an Interest Payment Date to which interest hereon has been paid in full or duly provided for, in which case, this bond shall bear interest from and including such Interest Payment Date.

Payment of Principal. The principal or Redemption Price of the Bonds shall be payable at the principal corporate trust office of The Bank of New York in New York, New York, as trustee (such bank and any successor thereto under the Indenture, the "Trustee") and paying agent (the "Paying Agent"), or at the corporate trust office of any successor Paying Agent.

Payment of Interest. Interest on this bond shall be payable to the person appearing on the registration books of the Trustee as the registered owner hereof on the Record Date (as defined in said Indenture) next preceding the Interest Payment Date (1) by check mailed on the Interest Payment Date to the registered owner or (2) by wire transfer on the Interest Payment Date to any owner of at least \$1,000,000 in aggregate principal amount of Bonds upon written notice provided by the owner to the Trustee not later than five (5) days prior to the Record Date for such interest payment; except that if and to the extent there shall be a default in the payment of the interest due on any Interest Payment Date, the defaulted interest shall be paid to the owners in whose names the Bonds are registered at the close of business on the fifth Business Day next preceding the date of payment of the defaulted interest. Interest payments made by check shall be mailed to each owner at his address as it appears on the registration books of the Bond Registrar on the applicable Record Date or at such other address as he may have filed with the Bond Registrar for that purpose and appearing on the registration books of the Bond Registrar on the applicable Record Date. Wire transfer payments of interest shall be made at such wire transfer address as the owner shall specify in his notice requesting payment by wire transfer.

Authorization and Purpose. This bond is one of an authorized issue of bonds designated as "Orange County Industrial Development Agency Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 2006G-2 (Federally Taxable)" issued in the aggregate principal amount of \$220,000 (the "Series 2006G-2 Bonds"). The Series 2006G-2 Bonds, together with an authorized issue of bonds designated as "Orange County Industrial Development Agency Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program), Series 2006G-1" issued in the aggregate principal amount of \$3,635,000 (the "Series 2006G-1

Bonds”; together with the Series 2006G-2 Bonds, the “Bonds”), are being issued under and pursuant to and in full compliance with the Constitution and laws of the State of New York, particularly 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) and Chapter 390 of the 1972 Laws of New York, as amended (collectively, the “Act”), under and pursuant to a resolution adopted by the members of the Agency on May 17, 2006 authorizing the issuance of the Bonds and under and pursuant to an Indenture of Trust, dated as of June 1, 2006, made and entered into by and between the Agency and the Trustee (as the same may be amended or supplemented, the “Indenture”), for the purpose of financing or refinancing a portion of the cost of the acquisition, renovation, improvement, equipping and furnishing of several civic facilities (collectively, the “Facility”) within Orange County for Crystal Run Village, Inc. (the “Participant”), all for the provision of services to people with developmental disabilities or other special needs. The Participant will lease or sublease, as applicable, its Facility to the Agency pursuant to a Company Lease Agreement, dated as of June 1, 2006, between the Participant and the Agency (the “Company Lease”), and the Agency will sell its leasehold interest in such Facility under the Company Lease to the Participant pursuant to an Installment Sale Agreement, dated as of June 1, 2006 (the “Installment Sale Agreement”). The Installment Sale Agreement, in the aggregate, require the payment of installment purchase payments sufficient to provide for the payment of the principal or Redemption Price, if any, of, Sinking Fund Installments for, and interest on the Bonds as the same become due. Copies of the Indenture, the Company Lease, the Installment Sale Agreement, the Guaranty Agreement hereinafter referred to, the Agency Mortgage hereinafter referred to and the Bond Insurance Policy hereinafter referred to are on file at the principal corporate trust office of the Trustee in New York, New York, and reference is made to such documents for the provisions relating, among other things, to the terms and security of the Bonds, the charging and collection of installment purchase payments for the Facilities, the custody and application of the proceeds of the Bonds, the rights and remedies of the holders of the Bonds, and the rights, duties and obligations of the Agency, the Participant, the Trustee and the Bond Insurer hereinafter referred to. Reference is hereby made to the Indenture for the definition of any capitalized word or term used but not defined herein and for a description of the property pledged, assigned and otherwise available for the payment of the Bonds, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Agency, the Trustee and the holders of the Bonds, and the terms upon which the Bonds are issued and secured.

Pledge and Security. Pursuant to the Indenture, the Agency has assigned to the Trustee substantially all of its right, title and interest in and to the Installment Sale Agreement, including all rights to receive installment purchase payments sufficient to pay the principal and redemption premium, if any, of, Sinking Fund Installments for, and interest and all other amounts due on the Bonds as the same become due, to be made by the Participant pursuant to the Installment Sale Agreement. The Bonds are further secured by a mortgage lien on and security interest in each Facility owned by the Participant or an Affiliate (as defined in the Indenture) pursuant to an Agency Mortgage and Security Agreement, dated as of June 1, 2006, as the same may be amended or supplemented, from the Agency and the Participant to the Trustee and the Bond Insurer. The Participant has guaranteed the payment of the principal of, redemption premium, if any, Sinking Fund Installments for, and the interest on the Bonds pursuant to a Guaranty Agreement, dated as of June 1, 2006, as the same may be amended or supplemented, from the Participant to the Trustee and the Bond Insurer.

In addition, concurrently with the issuance of the Bonds, a non-cancelable financial guaranty insurance policy (the "Bond Insurance Policy") has been issued by ACA Financial Guaranty Corporation (the "Bond Insurer") to provide for the prompt payment of the principal of, interest and Sinking Fund Installments on the Bonds when due, to the extent that the Trustee has not received sufficient funds for such payment.

The Bonds are special obligations of the Agency and shall never constitute 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 thereon, nor shall the Bonds be payable out of any funds of the Agency other than those pledged therefor.

Additional Bonds. As provided in the Indenture, Additional Bonds may be issued from time to time in one or more series for the purpose of financing the cost of completing one or more Facilities, providing funds in excess of the net proceeds of insurance or eminent domain to repair, relocate, replace, rebuild or restore the Facility in the event of damage, destruction or taking by eminent domain, providing extensions, additions or improvements to one or more Facilities, or refunding outstanding bonds. All bonds issued and to be issued under the Indenture are and will be equally secured by the pledge and covenants made therein, except as may otherwise be expressly provided in the Indenture.

General Interest Rate Limitation. Anything herein or in the Indenture to the contrary notwithstanding, the obligations of the Agency hereunder and under the Indenture shall be subject to the limitation that payments of interest or other amounts hereon shall not be required to the extent that receipt of any such payment by a holder of this bond would be contrary to the provisions of law applicable to such holder of this bond which would limit the maximum rate of interest which may be charged or collected by such holder of this bond.

Redemption of Series 2006G-2 Bonds. (A) No Optional Redemption. The Series 2006G-2 Bonds are not subject to optional redemption prior to maturity.

(B) Extraordinary Redemption. The Bonds are subject to redemption prior to maturity, at the option of the Agency exercised at the direction of the Participant, as a whole on any date (in the case of (y) an event described in clause (i) or (ii) below with respect to the last remaining Facility Component under the Company Lease and the Installment Sale Agreement, or (z) an event described in clause (iii) below) or in part on any Interest Payment Date in the case of an event described in clause (i) or (ii) below with respect to a Facility Component to the extent of the Net Proceeds received with respect thereto (or, if the Participant shall have been in default under the property insurance requirements of its Guaranty Agreement, to the extent of the net insurance proceeds as the Participant otherwise would have received by reason thereof) and to the extent that the affected Facility Component shall not be the last Facility Component remaining under the Company Lease or the Installment Sale Agreement, upon notice or waiver of notice as provided in the Indenture, at a Redemption Price of 100% of the unpaid principal amount thereof plus accrued interest to the date of redemption if one or more of the following events shall have occurred:

(i) A Facility Component of the Participant shall have been damaged or destroyed to such extent that as evidenced by a certificate of an Independent Engineer (as

defined in the Indenture) filed with the Agency, the Bond Insurer and the Trustee (a) such Facility Component cannot be reasonably restored within a period of one (1) year from the date of such damage or destruction to the condition thereof immediately preceding such damage or destruction, (b) the Participant is thereby prevented or likely to be prevented from carrying on its normal operation at such Facility Component for a period of one (1) year from the date of such damage or destruction, or (c) the restoration cost of such Facility Component would exceed the total amount of all insurance proceeds, including any deductible amount, in respect of such damage or destruction; or

(ii) Title to, or the temporary use of, all or substantially all of a Facility Component of the Participant shall have been taken or condemned by a competent authority which taking or condemnation results, or is likely to result, in the Participant being thereby prevented or likely to be prevented from carrying on its normal operation at such Facility Component for a period of one (1) year from the date of such taking or condemnation, as evidenced by a certificate of an Independent Engineer filed with the Agency, the Bond Insurer and the Trustee; or

(iii) As a result of changes in the Constitution of the United States of America or of the State of New York or of legislative or executive action of said State or any political subdivision thereof or of the United States of America or by final decree or judgment of any court after the contest thereof by the Participant, the Installment Sale Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein or unreasonable burdens or excessive liabilities are imposed upon the Participant by reason of the operation of the Facility.

If the Bonds are to be redeemed in whole as a result of the occurrence of any of the events described above, the Participant is required by its Installment Sale Agreement to deliver to the Agency, the Bond Insurer and the Trustee a certificate of an authorized representative of the Participant stating that, as a result of the occurrence of the event giving rise to such redemption, the Participant has discontinued, or at the earliest practicable date will discontinue, its operation of its Facility for its intended purposes.

(C) Mandatory Sinking Fund Installment Redemption. The Series 2006G-2 Bonds are subject to mandatory redemption by the Agency prior to maturity, in part by lot, at a Redemption Price equal to the principal amount thereof, together with accrued interest to the date of redemption, from mandatory Sinking Fund Installments on July 1 of the years and in the principal amounts set forth below, provided that the amounts of such Sinking Fund Installments shall be reduced by the credits provided for in the Indenture:

<u>Year</u>	<u>Sinking Fund Installment</u>
2007	\$ 115,000
2008 <sup>†</sup>	105,000

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<sup>†</sup>Final maturity

(D) Mandatory Redemption Upon Failure to Operate a Facility in Accordance With Applicable Law or Maintain Insurance. The Bonds are also subject to mandatory redemption prior to maturity, at the option of the Agency, as a whole only, on any Interest Payment Date, in the event (i) the Agency shall determine that the Participant is not operating its Facility or any portion thereof as a qualified "project" under the Act (as defined in the Indenture), or is operating its Facility in violation of material applicable law, and the failure of the Participant to cure such noncompliance within the time periods set forth in the Installment Sale Agreement, or (ii) the Participant fails to obtain or maintain the public liability insurance with respect to the Facility required under the Installment Sale Agreement, and the Participant shall fail to cure such noncompliance within 10 days of the receipt by the Participant of written notice of such noncompliance from the Agency and a demand by the Agency on the Participant to cure such noncompliance, in either case, upon notice or waiver of notice as provided in the Indenture, at the Redemption Price of one hundred percent (100%) of the unpaid principal amount of the Bonds, together with interest accrued thereon to the date of redemption.

Redemption Procedures. If any of the Series 2006G-2 Bonds are to be called for redemption, the Indenture requires a copy of the redemption notice to be mailed at least thirty (30) days prior to such redemption date to the registered owner of each Series 2006G-2 Bond to be redeemed at the address shown on the registration books. All Series 2006G-2 Bonds so called for redemption will cease to bear interest after the date fixed for redemption if funds for their redemption are on deposit at the place of payment at that time. If notice of redemption shall have been given as aforesaid, the Series 2006G-2 Bonds called for redemption shall become due and payable on the redemption date, provided, however, that with respect to any optional redemption of the Series 2006G-2 Bonds as provided in this bond, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, redemption premium, if any, and interest on such Series 2006G-2 Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Agency shall not be required to redeem such Series 2006G-2 Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then upon presentation and surrender of Series 2006G-2 Bonds so called for redemption at the place or places of payment, such Series 2006G-2 Bonds shall be redeemed.

In the event of a redemption of less than all the Outstanding Bonds of the same Series stated to mature on different dates, the principal amount of such Series of Bonds to be redeemed from a given maturity shall be selected by the Participant causing such redemption, in consultation with the Program Facilitator, and by lot within a maturity, provided that in selecting the principal amount of Bonds to be redeemed from a given maturity, the Participant shall designate principal amounts so as to minimize the number of Bonds Outstanding in amounts of less than \$5,000.

In the event of redemption of less than all the Outstanding Bonds of the same Series and maturity, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee from among Bonds of each maturity to be redeemed in \$1,000 increments (in the

case of the Series 2006G-2 Bonds) in such manner as the Trustee in its discretion may deem fair and equitable, except that Bonds to be redeemed from Sinking Fund Installments shall be redeemed by lot, provided that the Trustee shall not select Bonds for redemption which would result in a Holder with a principal amount of Bonds less than the minimum denomination to the extent practicable.

Amendment of Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Agency and the rights of the holders of the Bonds at any time by the Agency with the consent of the Bond Insurer, or, if a Bond Insurer Disqualification Event, as defined in the Indenture, shall have occurred and be continuing, the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding thereunder. Any such consent shall be conclusive and binding upon each such holder and upon all future holders of each Bond and of any such Bond issued upon the transfer thereof, whether or not notation of such consent is made thereon.

Denominations. The Series 2006G-2 Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple of \$1,000 in excess thereof.

Exchange of Bonds. The holder of this bond may surrender the same, at the principal corporate trust office of the Trustee, in exchange for an equal aggregate principal amount of Series 2006G-2 Bonds of any of the authorized denominations of the same maturity as this bond, subject to the conditions and upon payment of the charges provided in the Indenture; provided, that if this bond shall be in a principal amount less than the minimum authorized denomination, this bond may be transferred in whole only. However, the Trustee will not be required to (i) transfer or exchange any Series 2006G-2 Bonds during the period between a Record Date and the following Interest Payment Date or during the period of fifteen (15) days next preceding any day for the mailing of a notice of redemption of Series 2006G-2 Bonds to be redeemed, or (ii) transfer or exchange any Series 2006G-2 Bonds selected, called or being called for redemption in whole or in part.

Transfer of Bonds. This bond is transferable, as provided in the Indenture, only upon the books of the Agency kept for that purpose at the principal corporate trust office of the Trustee by the registered owner hereof in person, or by his duly authorized attorney-in-fact, upon surrender of this bond (together with a written instrument of transfer in the form appearing on this bond duly executed by the registered owner or his duly authorized attorney-in-fact with a guaranty of the signature thereon by a member of the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program in accordance with Securities and Exchange Commission Rule 17Ad-15), and thereupon a new fully registered Series 2006G-2 Bond in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The Agency, the Participant, the Bond Registrar, the Trustee and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes whatsoever.

Acceleration of Bonds. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all or a portion of the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Limitation on Bondholder Enforcement Rights. The holder of this bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the provisions and covenants thereof or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Special Obligation of the Agency. This bond and the issue of which it forms a part are special obligations of the Agency, payable by the Agency solely out of the installment purchase payments, revenues or other receipts, funds or moneys of the Agency pledged under the Indenture and from any amounts otherwise available under the Indenture for the payment of the Bonds.

Estoppel Clause. It is hereby certified, recited and declared that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond and the issue of which it forms a part are within every debt and other limit prescribed by the laws of the State of New York.

No Personal Liability. Neither the members, directors, officers or agents of the Agency nor any person executing this bond shall be liable personally or be subject to any personal liability or accountability by reason of the issuance hereof.


Authentication by Trustee. This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

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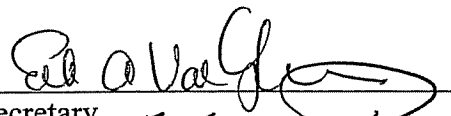
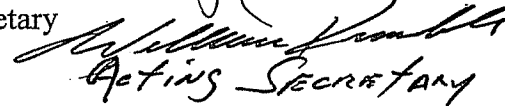
IN WITNESS WHEREOF, Orange County Industrial Development Agency has caused this bond to be executed in its name by the manual or facsimile signature of its Chairman, Administrative Director or other Authorized Representative and its official seal or a facsimile thereof to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary, all as of the Bond Date indicated above.

ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

(SEAL)

By   
William Trimble, Administrative Director

ATTEST:

  
Secretary   
Acting Secretary

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2006G-2 Bonds of the issue described in the within-mentioned Indenture.

THE BANK OF NEW YORK,  
as Trustee

By   
Authorized Signatory

Date of Authentication: \_\_\_\_\_

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

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(Please print or typewrite name, address and taxpayer identification number of transferee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
Attorney to transfer such bond on the books kept for the registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must  
correspond with the name as it appears on the  
face of the within bond in every particular,  
without alteration or enlargement or any  
change whatever.

SIGNATURE GUARANTEED  
MEDALLION GUARANTEED

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Authorized Signature  
(Signature Guarantee Program Name)

(Signature Guarantee must be a member of the Stock Exchanges Medallion Program or the New  
York Stock Exchange, Inc. Signature Program in accordance with Securities and Exchange  
Commission Rule 17Ad-15)