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OTSEGO COUNTY CAPITAL RESOURCE CORPORATION

AND

SPRINGBROOK NY, INC.

AND

MANUFACTURERS AND TRADERS TRUST COMPANY,  
AS TRUSTEE

AND

CITIZENS BANK, N.A., FORMERLY  
KNOWN AS RBS CITIZENS, N.A.

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THIRD OMNIBUS AMENDMENT TO THE INDENTURE AND  
RELATED FINANCING DOCUMENTS

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DATED AS OF SEPTEMBER 6, 2022

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RELATING TO (1) THE TAX-EXEMPT MULTI-MODE VARIABLE RATE CIVIC FACILITY REVENUE BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2010A IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$25,200,000; AND (2) THE MODIFICATION OF THE TAX-EXEMPT MULTI-MODE VARIABLE RATE REVENUE BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2012A IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,500,000; AND TAX-EXEMPT MULTI-MODE VARIABLE RATE REVENUE BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2017A IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF UP TO \$5,550,000 ISSUED BY OTSEGO COUNTY CAPITAL RESOURCE CORPORATION.

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THIRD OMNIBUS AMENDMENT TO THE INDENTURE AND  
RELATED FINANCING DOCUMENTS

THIS THIRD OMNIBUS AMENDMENT TO THE INDENTURE AND RELATED FINANCING DOCUMENTS dated as of September 6, 2022 (the “Third Omnibus Amendment”) by and among (A) OTSEGO COUNTY CAPITAL RESOURCE CORPORATION, a not-for-profit corporation organized and existing under Section 1411 of the New York State Not-For-Profit Corporation Law having an office for the transaction of business located at 189 Main Street, Oneonta, New York (the “Issuer”), (B) MANUFACTURERS AND TRADERS TRUST COMPANY, a banking corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 285 Delaware Avenue, 3<sup>rd</sup> Floor, Buffalo, New York 14202, as trustee (the “Trustee”) for the holders of the Issuer’s (1) Tax-Exempt Multi-Mode Variable Rate Civic Facility Revenue Bonds (The Springbrook NY, Inc. Project), Series 2010A in the original aggregate principal amount of \$25,200,000 (the “Initial Bonds”); (2) Tax-Exempt Multi-Mode Variable Rate Revenue Bonds (The Springbrook NY, Inc. Project), Series 2012A in the original aggregate principal amount of \$2,500,000 (the “Series 2012A Bonds”); (3) Tax-Exempt Multi-Mode Variable Rate Revenue Bonds (The Springbrook NY, Inc. Project), Series 2017A in the original aggregate principal amount of up to \$5,550,000 (the “Series 2017A Bonds”); and (4) any additional bonds issued by the Issuer under the hereinafter defined Indenture (the “Additional Bonds,” and collectively with the Initial Bonds, the Series 2012A Bonds, and the Series 2017A Bonds, the “Bonds”); (C) CITIZENS BANK, N.A., formerly known as RBS Citizens, N.A., a national banking association organized and existing under the laws of the United States of America having an office at 110 West Fayette Street, 12th floor, Syracuse, New York 13202, in its capacity as initial purchaser of the Initial Bonds and the Series 2012A Bonds (the “Bank”) and as administrative agent (the “Agent”) for Citizens Funding Corporation, as the initial purchaser of the Series 2017A Bonds (the “Series 2017A Holder”), and (D) SPRINGBROOK NY, INC., a not-for-profit corporation organized under the laws of the State of New York, having its office and principal place of business at 105 Campus Drive, Oneonta, New York 13820 (the “Institution”), as beneficiary of the Bonds:

WITNESSETH:

WHEREAS, on September 24, 2010, the Institution entered into a bond purchase agreement and reimbursement agreement dated as of September 1, 2010 (the “Initial Bond Purchase Agreement”) between the Bank and the Institution, pursuant to which the Bank purchased the Initial Bonds for the purpose of financing a portion of the costs of a project (the “Initial Project”) consisting of the following: (A) (1) on a parcel of land comprising a portion of an approximately 120 acre parcel located at 2705 State Highway 28 in the Town of Milford, Otsego County, New York (the “Initial Land”), together with the existing building located thereon containing approximately 55,000 square feet of space (the “Existing Facility”), (2) the reconstruction and renovation of the Existing Facility, (3) the construction of an addition to the Existing Facility consisting of an approximately 9,500 square foot addition for use as six new classrooms and an approximately 5,300 square foot addition for use as a kitchen and cafeteria (the “Addition”), (4) the further construction on the Land of three approximately 5,125 square foot, eight bedroom houses, and an approximately 10,000 square foot gymnasium (collectively, the “New Facility”) (the Existing Facility, the Addition and the New Facility being sometimes hereinafter collectively referred to as the “Initial Facility”), (5) the acquisition and installation of various machinery and equipment therein and thereon (the “Initial Equipment”) (the Initial Land, the Initial Facility and the Initial Equipment hereinafter collectively referred to as the “Initial Project Facility”), all of the foregoing to constitute the expansion of a facility for the provision of educational and clinical services for children and adults diagnosed with mental retardation and/or developmental disabilities and related activities and (6) the refinancing of certain debt previously incurred by the Institution to provide financing for previously completed projects, including but not limited to

improvements to academic, administrative and residential facilities; (B) the financing of all or a portion of the costs of the foregoing by the issuance of the Initial Bonds; (C) paying a portion of the costs incidental to the issuance of the Initial Bonds, including issuance costs of the Initial Bonds and any reserve funds as may be necessary to secure the Initial Obligations; (D) the granting of exemptions from mortgage recording taxes; and (E) the loan of the proceeds of the Initial Bonds by the Issuer to the Institution pursuant to the terms of a loan agreement dated as of September 1, 2010 (the "Initial Loan Agreement") by and between the Issuer and the Institution; and

WHEREAS, the Initial Bonds were issued on September 24, 2010 under a resolution adopted by the directors of the Issuer on September 2, 2010 (the "Initial Bond Resolution") and various other documents (collectively, the "Initial Financing Documents"), including the Initial Bond Purchase Agreement; a trust indenture dated as of September 1, 2010 (the "Initial Indenture") by and between the Issuer and the Trustee; the Initial Loan Agreement; a mortgage dated as of September 1, 2010 (the "Mortgage") from the Institution to the Issuer and the Bank; a security agreement dated as of September 1, 2010 (the "Security Agreement") from the Institution to the Bank; and a pledge and assignment dated as of September 1, 2010 (the "Initial Pledge and Assignment") from the Issuer to the Trustee; and

WHEREAS, on July 25, 2012, the Institution entered into a supplement to bond purchase agreement and reimbursement agreement dated as of July 1, 2012 (the "Supplement," and together with the Initial Bond Purchase Agreement, being collectively referred to as the "2012A Bond Purchase Agreement") by and between the Bank and the Institution, pursuant to which the Bank purchased the Series 2012A Bonds for the purpose of financing a portion of the costs of undertaking a project (the "Series 2012A Project") consisting of the following: (A) the acquisition of a 13.9 +/- acre parcel of land located at 5588 State Highway 7 in the Town of Oneonta, Otsego County, New York (the "Land"), together with the existing building located thereon containing approximately 55,000 square feet of space (the "Facility" and together with the Land, being collectively referred to as the "Series 2012A Project Facility"), all of the foregoing to constitute an expansion of the Institution's facilities for the provision of educational and clinical services for children and adults diagnosed with mental retardation and/or developmental disabilities and related activities; (B) the financing of all or a portion of the costs of the foregoing by the issuance of the Series 2012A Bonds; (C) paying a portion of the costs incidental to the issuance of the Series 2012A Bonds, including issuance costs of the Series 2012A Bonds and any reserve funds as may be necessary to secure Series 2012A Bonds; (D) the granting of exemptions from mortgage recording taxes; and (E) the loan of the proceeds of the Series 2012A Bonds by the Issuer to the Institution pursuant to the terms of an amendment to the loan agreement dated as of July 1, 2012 (the "Series 2012A Amendment to Loan Agreement") by and between the Issuer and the Institution, with the consent of the Trustee; and

WHEREAS, the Series 2012A Bonds were issued on July 25, 2012 under a resolution adopted by the directors of the Issuer on March 22, 2012 (the "Series 2012A Bond Resolution") and various other documents (collectively, the "Series 2012A Financing Documents"), including the 2012A Bond Purchase Agreement, the Initial Indenture as supplemented by a supplemental trust indenture dated as of July 1, 2012 (the "Series 2012A Supplemental Indenture") by and between the Issuer and the Trustee, the Initial Loan Agreement as amended by the Series 2012A Amendment to Loan Agreement, an amended and restated Security Agreement dated as of July 1, 2012 (the "Amended and Restated Security Agreement") from the Institution to the Bank, and the Initial Pledge and Assignment, as amended by an amendment to pledge and assignment dated as of July 1, 2012 (the "Series 2012A Amendment to Pledge and Assignment") from the Issuer to the Trustee; and

WHEREAS, on March 27, 2017, the Institution entered into a bond purchase agreement and continuing covenants agreement dated as of March 1, 2017 (the "Continuing Covenants Agreement") by and among the Issuer, the Institution, the Series 2017A Holder and the Agent, pursuant to which the Bank

purchased the Series 2017A Bonds for the purpose of financing a portion of the costs of undertaking a project (the "Series 2017A Project") consisting of the following: (A) (1) the financing of a portion of the costs of the construction and equipping on the Institution's main campus located at 105 Campus Drive (tax map no. 242.00-1-21.01 and 242.00-1-22.00) in the Town of Milford, Otsego County, New York (the "Series 2017A Land") of five buildings containing in the aggregate approximately 28,000 square feet of space (collectively, the "Main Campus New Facility"); (2) the expansion and the making of improvements to the network infrastructure (collectively, the "Improvements") of the Main Campus New Facility and various existing buildings and facilities located at the Series 2017A Land (collectively, the "Series 2017A Facility"); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Series 2017A Equipment") (the Series 2017A Land, the Series 2017A Facility, the Improvements, and the Series 2017A Equipment being collectively referred to as the "Series 2017A Project Facility"), all of the foregoing to constitute an expansion of the Institution's facilities for the provision of educational, residential and clinical services for children and adults diagnosed with intellectual and/or developmental disabilities and related activities; (B) the financing of all or a portion of the costs of the foregoing by the issuance of the Series 2017A Bonds; (C) paying a portion of the costs incidental to the issuance of the Series 2017A Bonds, including issuance costs of the Series 2017A Bonds and any reserve funds as may be necessary to secure Series 2017A Bonds; and (D) the loan of the proceeds of the Series 2017A Bonds by the Issuer to the Institution pursuant to the terms of an amendment to the loan agreement dated as of March 1, 2017 (the "Series 2017A Amendment to Loan Agreement," and collectively with the Initial Loan Agreement, as amended by the Series 2012A Amendment to Loan Agreement, the "Loan Agreement") by and between the Issuer and the Institution, with the consent of the Trustee; and

WHEREAS, the Series 2017A Bonds were issued on March 27, 2017 under a resolution adopted by the directors of the Issuer on July 28, 2016 (the "Series 2017A Bond Resolution") and various other documents (collectively, the "Series 2017A Financing Documents," and collectively with the Initial Financing Documents and the Series 2012A Financing Documents, the "Financing Documents"), including the Continuing Covenants Agreement; a supplemental trust indenture dated as of March 1, 2017 (the "Series 2017A Supplemental Indenture") by and between the Issuer and the Trustee; the Loan Agreement; a certain building loan, mortgage, assignment of leases and rents and security agreement, dated as of March 1, 2017 (the "Series 2017A Mortgage") by and among the Issuer, the Institution and the Agent, which granted to the Agent, among other things, a mortgage lien on and security interests in, among other things, the Series 2017A Project Facility; the Issuer assigned to the Agent its interest in the Series 2017A Mortgage pursuant to an assignment of mortgage dated as of March 1, 2017 (the "Series 2017 Mortgage Assignment"); a certain security agreement, dated as of March 1, 2017 (the "Series 2017A Security Agreement") by and between the Institution and the Agent; a certain guaranty dated as of March 1, 2017 (the "Series 2017A Guaranty of Foundation") from the Upstate Home for Children Foundation, Inc. (the "Guarantor") to the Series 2017A Holder; and a certain amendment to pledge and assignment dated as of March 1, 2017 (the "Series 2017A Amendment to Pledge and Assignment," and collectively with the Initial Pledge and Assignment, as amended by the Series 2012A Amendment to Pledge and Assignment, the "Pledge and Assignment") from the Issuer to the Trustee; and

WHEREAS, the Initial Indenture and the Series 2012A Supplemental Indenture were amended and supplemented by a first omnibus amendment to the indenture and related financing documents dated as of March 27, 2017 (the "First Omnibus Amendment") (the Initial Indenture, as amended and supplemented by the Series 2012A Supplemental Indenture and the First Omnibus Amendment, being collectively referred to hereinafter as the "Prior Indenture") by and among the Issuer, the Trustee, the Bank and the Institution; and

WHEREAS, the Prior Indenture and the Series 2017A Supplemental Indenture were amended and supplemented by a second omnibus amendment to the indenture and related financing documents

dated as of December 31, 2018 (the “Second Omnibus Amendment” and together with the Prior Indenture, the Series 2017A Supplemental Indenture and the First Omnibus Amendment, the “Indenture”) by and among the Issuer, the Institution, the Trustee, the Bank and the Agent; and

WHEREAS, the Bonds currently bear interest at the Bank Purchase Rate (as defined in the Indenture) which is determined by reference to the London interbank offer rate (“LIBOR”); and

WHEREAS, in connection with the announcement on March 5, 2021 by the Financial Conduct Authority, as the regulatory supervisor of the administrator of LIBOR, of the cessation or loss of representativeness of 35 LIBOR benchmark settings, including USD LIBOR, and that publication of USD LIBOR settings for most tenors will cease immediately after June 30, 2023, the Issuer and the Trustee have been notified by the Institution and the Bank (the “Modification Request”) that both parties have determined to use a daily Secured Overnight Financing Rate (SOFR) as a replacement for LIBOR with respect to setting the interest rate on the Bonds (the “Benchmark Transition”) and to make modifications to the Bonds and the other Financing Documents necessary to implement the Benchmark Transition (such modifications being collectively referred to as the “Modifications”); and

WHEREAS, the Bank requested the Issuer furnish to the Bank an opinion from bond counsel with respect to each series of the Bonds (each, a “Bond Counsel Opinion”) stating that the Modifications will not, in and of themselves, adversely affect the tax-exempt status of interest paid and payable on the Bonds; and

WHEREAS, by resolution adopted by the board of directors of the Issuer on June 23, 2022 (the “Authorization Resolution”), the Issuer authorized implementation of the Modification Request, including but not limited to the execution and delivery of the Modifications; and

WHEREAS, the Issuer, the Institution, the Bank and the Agent desire (a) the implementation of the Modification Request and to execute and deliver the Modifications and (b) the direction by the Bank and the Agent (with respect to the Series 2017A Bonds only) to the Trustee to execute and deliver the Modifications;

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1. DEFINITIONS. All capitalized terms used in this Third Omnibus Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Financing Documents.

SECTION 2. ADDITIONAL REPRESENTATIONS AND WARRANTIES BY THE INSTITUTION. The Institution represents and warrants to the Issuer, the Trustee, and the Bank as follows: (A) the Institution is duly organized and validly existing as a not-for-profit corporation under the law of the State of New York; (B) the Institution has all necessary power and authority to execute, deliver and perform this Third Omnibus Amendment and each other agreement, certificate, document or other writing to be executed and delivered by the Institution in connection with the execution and delivery of this Third Omnibus Amendment (collectively with this Third Omnibus Amendment, the “Institution Documents”); (C) the execution, delivery and performance by the Institution of this Third Omnibus Amendment and each other Institution Document (1) have been duly authorized by all necessary action of the Institution, (2) do not and will not violate the certificate of incorporation or bylaws of the Institution, or any agreement, instrument or other writing to which the Institution is a party or by which the Institution or any asset of the Institution is bound or any contractual or governmental restriction to which the Institution or any asset of the Institution is subject, (3) do not and will not require any authorization, approval, permit or consent from, any registration or filing with, any declaration or notice to or any other act by or relating to (a) any individual, partnership, corporation or other non-governmental entity other than the Institution

or (b) any court, agency or other governmental entity, and (4) do not and will not result in the imposition of any security interest or other lien or encumbrance upon any of the assets of the Institution pursuant to any agreement, instrument or other writing to which the Institution is a party or to which the Institution or any asset of the Institution is bound, except for any such security interest or other lien or encumbrance in favor of the Bank or the Trustee; (D) this Third Omnibus Amendment and the other Institution Documents have been duly executed and delivered by the Institution and each constitutes a legal, valid and binding obligation of the Institution enforceable against the Institution in accordance with its terms; except to the extent that enforcement may be limited by applicable bankruptcy and insolvency laws affecting the enforcement of creditors' rights generally as well as equitable principles; (E) each representation and warranty made by the Institution in the Financing Documents is true and correct as of the date of this Third Omnibus Amendment; (F) no Event of Default has occurred and is continuing under the 2012 Bond Purchase Agreement or the Continuing Covenants Agreement and no event has occurred and is continuing which would constitute an Event of Default but for the requirement that notice be given or that time elapse or both; (G) no Material Adverse Change has occurred since the date of the last financial statements submitted by the Institution to the Bank, except as otherwise described to the Bank in writing, and deemed acceptable to the Bank in its sole discretion and (H) neither the Institution nor its related entities were the beneficiary of in excess of \$30 million in the aggregate of tax-exempt bonds (including the Initial Bonds) issued during the calendar year 2010.

### SECTION 3. AUTHORIZATION OF AMENDMENT TO THE BONDS.

(A) The Bank hereby directs the Trustee to execute and deliver this Third Omnibus Amendment.

(B) The Bank and the Institution hereby authorize the Issuer to amend the Initial Bonds by entering into an allonge, in substantially the form attached hereto as Exhibit A (the "Series 2010A Allonge").

(C) The Bank and the Institution hereby authorize the Issuer to amend the Series 2012A Bonds by entering into an allonge, in substantially the form attached hereto as Exhibit B (the "Series 2012A Allonge").

(D) The Agent, as agent for the Series 2017A Holder, and the Institution hereby authorize the Issuer to amend the Series 2017A Bonds by entering into an allonge to the Series 2017A Bonds in substantially the form attached hereto as Exhibit C (the "Series 2017A Allonge" and together with the Series 2010A Allonge and Series 2012A Allonge, the "Allonge").

(E) The Bank and the Agent hereby direct the Trustee to execute and deliver the respective Allonge.

### SECTION 4. AMENDMENTS TO THE INDENTURE. Commencing on September 1, 2022, the Indenture is hereby amended as follows:

(A) Section 209(C)(3)(e) of the Initial Indenture and Section 2(C)(3)(e) of both the Series 2012A Supplemental Indenture and the Series 2017A Supplemental Indenture, respectively, are hereby renumbered as Section 209(C)(3)(e)(i) and Section 2(c)(3)(e)(i), respectively.

(B) The following new Section 209(C)(3)(e)(ii) and Section 2(C)(3)(e)(ii) are hereby added to Initial Indenture and both the Series 2012A Supplemental Indenture and the Series 2017A Supplemental Indenture, respectively:

“(ii)(a) Notwithstanding anything to the contrary in Indenture, the Bond Purchase Agreement, the Bonds or in any other Financing Document (including a Swap Agreement), upon the occurrence of a Benchmark Transition Event, the Bank may amend the Bond Purchase Agreement, the Indenture and/or the Bonds (as applicable) to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the date the Institution is notified of such changes by the Bank. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section will occur prior to the applicable Benchmark Transition Start Date.

(b) In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to the Bond Purchase Agreement, the Bonds, or any other Financing Document.

(c) The Bank will promptly notify the Institution of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Bank will promptly notify the Institution of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 209(C)(3)(e)(ii)(d) and Section 2(C)(3)(e)(ii)(d) of the Indenture, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to the Indenture, the Bond Purchase Agreement, the Bonds, or any other Financing Document, except, in each case, as expressly required pursuant to this Section.

(d) Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Bank may modify the definition of “interest period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement), or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Bank may modify the definition of “interest period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.



(e) The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of, or any other matter related to, the Benchmark, any component definition thereof or rates referred to in the definition thereof or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as any Benchmark prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any Conforming Changes. The Bank and its affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Institution. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, in each case pursuant to the terms of the Indenture, the Bond Purchase Agreement and the Bonds, and shall have no liability to the Institution, or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(f) In the event of (1) the payment or prepayment of any principal of any Bond while in the Bank Purchase Rate Mode other than on the Interest Payment Date therefor, whether voluntary, mandatory, automatic, by reason of acceleration (including as a result of an Event of Default), (2) the conversion of any Bond while in the Bank Purchase Rate Mode other than on the Interest Payment Date therefor (including as a result of an Event of Default), or (3) the failure to borrow, convert or prepay any Bond while in the Bank Purchase Rate Mode on the date specified in any notice delivered pursuant hereto, then, in any such event, the Institution shall compensate the Bank for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to this paragraph shall be delivered to the Institution and shall be conclusive absent manifest error. The Institution shall pay the Bank the amount shown as due on any such certificate within ten (10) days after receipt thereof.”

(C) Section 17 of the Series 2012A Supplemental Indenture is hereby deleted in its entirety and in lieu thereof there is hereby substituted the following:

“SECTION 17. DEMAND FOR PURCHASE AT ELECTION OF THE BANK WHILE BONDS ARE IN BANK PURCHASE RATE MODE. With respect to the Initial Bonds, while in the Bank Purchase Rate Mode, notwithstanding anything to the contrary in the Initial Indenture, the Initial Bonds shall be subject to demand for purchase at the election of the Bank (A) in whole upon the Business Day following the date upon which the Bank shall notify the Institution, the Issuer and Trustee that an Event of Default has occurred and is existing under the Bond Purchase Agreement and directing that the Initial Bonds be purchased by the Institution, as provided herein and in the respective form of Bond attached to the Initial Indenture as Schedule I (in the event the Purchase Price equal to 100% of the principal amount of the Initial Bonds plus accrued and unpaid interest to the Purchase Date is not paid on the Purchase Date or is deemed paid by the Bank, the Bank may direct the Trustee to cancel the Initial Bonds) and (B) with respect to the Series 2012A

Bonds, while in the Bank Purchase Rate Mode, notwithstanding anything to the contrary in the Supplemental Trust Indenture, the Series 2012A Bonds shall be subject to demand for purchase at the election of the Bank in whole upon the Business Day following the date upon which the Bank shall notify the Institution, the Issuer and Trustee that an Event of Default has occurred and is existing under the Bond Purchase Agreement and directing that the Series 2012A Bonds be purchased by the Institution, as provided herein and in the respective form of Bond attached to the Series 2012A Supplemental Indenture as Schedule I. In the event the Purchase Price equal to 100% of the principal amount of the Series 2012A Bonds plus accrued and unpaid interest to the Purchase Date is not paid on the Purchase Date or is deemed paid by the Bank, the Bank may direct the Trustee to cancel the Series 2012A Bonds.”

SECTION 5. OMNIBUS AMENDMENTS TO THE FINANCING DOCUMENTS. Commencing on September 1, 2022, the Financing Documents are hereby amended as follows:

(A) The following definitions are added to each of the Financing Documents:

“Available Tenor(s)” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period (or a similar or analogous period) pursuant to the Bond Purchase Agreement or the Bonds or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to the Bond Purchase Agreement or the Bonds, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “interest period” (or a similar or analogous term) pursuant to clause (d) of 209(C)(3)(e)(ii) and Section 2(C)(3)(e)(ii) of the Indenture, as applicable.

“Benchmark” means, initially, the Daily Simple SOFR Rate; provided that if a Benchmark Transition Event has occurred with respect to the Daily Simple SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 209(C)(3)(e)(ii) and Section 2(C)(3)(e)(ii) of the Indenture, as applicable.

“Benchmark Replacement” means with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated Code Section 145 bonds and (b) the related Benchmark Replacement Adjustment; provided, that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of the Bond Purchase Agreement, the Bonds and the other Financing Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread

adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated Code Section 145 bonds. With respect to the Daily Simple SOFR Rate, the Benchmark Replacement Adjustment means ten basis points (0.10%).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing

that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Start Date” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the ninetieth (90<sup>th</sup>) day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than ninety (90) days after such statement or publication, the date of such statement or publication).

“Conforming Changes” means, with respect to either the use or administration of the Benchmark, or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including, for example and not by way of limitation or prescription, the definition of “Business Day,” the addition of a concept of “interest period” or any similar or analogous definition, or the modification of the definition of “interest period” or any similar or analogous definition, the definition of “Government Securities Business Day,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, the applicability of Section 209(C)(3)(e)(ii) and Section 2(C)(3)(e)(ii) of the Indenture, as applicable, and other technical, administrative or operational matters) that the Bank decides may be appropriate in connection with the use or administration of the Benchmark or to reflect the adoption and implementation of any Benchmark Replacement or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the Bond Purchase Agreement, the Bonds and the other Financing Documents).

“Daily Simple SOFR Rate” means, for any calendar day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day, the “SOFR Determination Date”) that is five (5) Government Securities Business Days prior to (i) if such SOFR Rate Day is a Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a Government Securities Business Day, the Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. If by 5:00 p.m. (New York City time) on the second (2nd) Government Securities Business Day immediately following any SOFR Determination Date, the SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR Rate has not occurred, then the SOFR for such SOFR Determination Date will be the SOFR as published in respect of the first preceding Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of the Daily Simple SOFR Rate for no more than three (3) consecutive SOFR Rate Days. Any change in the Daily Simple SOFR Rate due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Institution or any other Person.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States.

“Floor” means the benchmark rate floor, if any, provided in the Indenture, the Bond Purchase Agreement or the Bonds as of the modification, amendment or renewal of the Bond Purchase Agreement or the Bonds or otherwise.

“Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Relevant Governmental Body” means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Third Omnibus Amendment” means the third omnibus amendment to the Indenture and related Financing Documents dated as of September 6, 2022 by and among the Issuer, the Institution, the Trustee, the Bank and the Agent.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

(B) The following definitions in each of the Financing Documents are hereby amended and restated as follows:

“Adjustment Date” means (A) during the Weekly Rate Period, the day following the Determination Date, whether or not a Business Day, and (B) during the Bank Purchase Rate Period, each SOFR Determination Date.

“Bank Purchase Rate” means, (A) with respect to the Initial Bonds, a variable rate of interest equal to 82.6% of the sum of the Daily Simple SOFR Rate, as determined by the Bank, plus 2.40%, plus the Benchmark Replacement Adjustment, (B) with respect to the Series 2012A Bonds, a variable rate of interest equal to 82.6% of the sum of the Daily Simple SOFR Rate, as determined by the Bank, plus 2.18%, plus the Benchmark Replacement Adjustment and (C) with respect to the Series 2017 Bonds, a variable rate of interest equal to 79% of the sum of Daily Simple SOFR Rate, as determined by the Bank, plus 2.26%, plus the Benchmark Replacement Adjustment.

“Bond” or “Bonds” means, collectively, (a) the Initial Bonds, as amended by an allonge effective as of March 27, 2017, as deemed reissued by the Issuer on December 31, 2018 and as amended by an allonge effective as of December 31, 2018, and as amended by an allonge effective as of September 1,

2022; (b) the Series 2012A Bonds, as amended by an allonge effective as of March 27, 2017 and an allonge effective as of December 31, 2018, and as amended by an allonge effective as of September 1, 2022; (c) the Series 2017A Bonds, as amended by an allonge effective as of December 31, 2018 and as amended by an allonge effective as of September 1, 2022; and (d) any Additional Bonds, all as amended or replaced at any time.

“Business Day” means (A) any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York or any city in which the principal corporate trust office of the Trustee or any Paying Agent or the principal office of the Bank (or the office of the Bank specified for draws on the Letter of Credit) is located are authorized or required by law or executive order to close.

“Determination Date” means (A) during the Weekly Rate Period, every Wednesday of each week (or the next preceding Business Day if Wednesday is not a Business Day) immediately preceding each Adjustment Date, and (B) during the Bank Purchase Rate Period, each SOFR Determination Date.

“Indenture” means the Initial Indenture, as supplemented by the Series 2012A Supplemental Indenture, the Series 2017 Supplemental Indenture, the First Omnibus Amendment, the Second Omnibus Amendment and the Third Omnibus Amendment, as said Indenture may be further supplemented or amended from time to time.

“LIBOR Breakage Fee” means any compensation for losses determined in accordance with Section 209(C)(3)(e)(ii) and Section 2(C)(3)(e)(ii) of the Indenture, as applicable.

(C) The definitions “Adjusted LIBOR Rate” and “LIBOR Interest Period” are hereby deleted in their entireties. All references to “Adjusted LIBOR Rate” shall hereafter refer to the Benchmark and all references to “LIBOR Interest Period” shall hereafter refer to the Interest Period, respectively.

(D) In connection with the use or administration of the Daily Simple SOFR Rate, the Bank and, with respect to the Series 2017A Bonds only, the Agent, will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of the Institution, the Issuer or any other party to the Financing Documents. The Bank will promptly notify the Institution and the Issuer of the effectiveness of any Conforming Changes in connection with the use or administration of the Daily Simple SOFR Rate.

(E) All references to the Bonds in the Financing Documents shall be deemed hereafter to refer to the Bonds as amended by the Allonge pursuant to the Third Omnibus Amendment. All references to the Indenture in the Financing Documents shall be deemed hereafter to refer to the Indenture as amended and supplemented pursuant to the Third Omnibus Amendment.

(F) Except as herein modified, each Financing Document is unmodified and in full force and effect, except that references to each other Financing Document in each Financing Document shall mean such other Financing Document as modified by this Third Omnibus Amendment. All references to each Financing Document in all documents executed in connection therewith or herewith shall mean each Financing Document as modified by this Third Omnibus Amendment and as each Financing Document may be further amended, renewed, extended, modified, substituted, or supplemented from time to time.

SECTION 6. PROVISIONS OF THIRD OMNIBUS AMENDMENT CONSTRUED WITH ORIGINAL FINANCING DOCUMENTS. All of the covenants, agreements and provisions of this Third Omnibus Amendment shall be deemed to be and construed as part of the Financing Documents and vice

versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in this Third Omnibus Amendment and any covenant, agreement or provision contained in a Financing Document as originally executed, the covenant, agreement or provision contained herein shall govern.

SECTION 7. FINANCING DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by this Third Omnibus Amendment, the Financing Documents shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 8. EXECUTION OF COUNTERPARTS. This Third Omnibus Amendment may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Issuer, the Trustee, the Bank and the Institution have caused this Third Omnibus Amendment to be executed in their respective names by their respective Authorized Representatives, all as of the date and year first above written.

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

BY:   
Authorized Officer

SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner and  
administrative agent

BY: \_\_\_\_\_  
Authorized Officer

[Signature page to Third Omnibus Amendment]

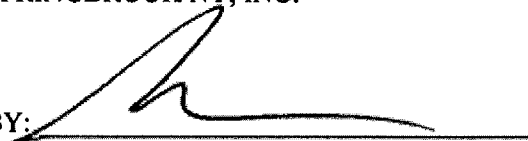


IN WITNESS WHEREOF, the Issuer, the Trustee, the Bank and the Institution have caused this Third Omnibus Amendment to be executed in their respective names by their respective Authorized Representatives, all as of the date and year first above written.

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

BY: \_\_\_\_\_  
Authorized Officer

SPRINGBROOK NY, INC.

BY:  \_\_\_\_\_  
Authorized Officer

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner and  
administrative agent

BY: \_\_\_\_\_  
Authorized Officer

[Signature page to Third Omnibus Amendment]

IN WITNESS WHEREOF, the Issuer, the Trustee, the Bank and the Institution have caused this Third Omnibus Amendment to be executed in their respective names by their respective Authorized Representatives, all as of the date and year first above written.

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

BY: \_\_\_\_\_  
Authorized Officer

SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: Walter A. Auld  
Authorized Officer

CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner and  
administrative agent

BY: \_\_\_\_\_  
Authorized Officer

[Signature page to Third Omnibus Amendment]

IN WITNESS WHEREOF, the Issuer, the Trustee, the Bank and the Institution have caused this Third Omnibus Amendment to be executed in their respective names by their respective Authorized Representatives, all as of the date and year first above written.

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

BY: \_\_\_\_\_  
Authorized Officer

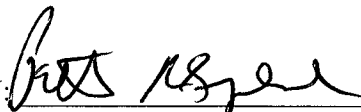
SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

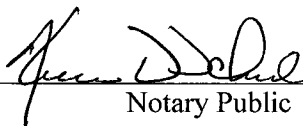
CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner and  
administrative agent

BY:  \_\_\_\_\_  
Authorized Officer

[Signature page to Third Omnibus Amendment]

STATE OF NEW YORK )  
 )ss:  
COUNTY OF OTSEGO )

On the 1<sup>ST</sup> day of ~~July~~ August, in the year 2022, before me, the undersigned, personally appeared JEFFERY JOYNER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**KURT D. SCHULTE**  
Notary Public, State of New York  
No. 02SC4800315  
Residing in Otsego Co.  
My Commission Expires 10/31/25

STATE OF NEW YORK

)  
) : SS.

COUNTY OF OTSEGO

On the 6<sup>th</sup> day of September P.L., in the year 2022, before me, the undersigned, personally appeared WADE HARMAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Penny S. Carey  
Notary Public

Penny S. Carey  
Notary Public For New York  
NO. 01CA6031155  
Qualified in Otsego County  
Comm. Expires 9/27/2025

STATE OF NEW YORK )  
 ) : SS.  
COUNTY OF ERIE )

On the 2<sup>nd</sup> day of ~~July~~ <sup>August</sup>, in the year 2022, before me, the undersigned, personally appeared MAUREEN AULD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

STEVEN J. WATTIE  
NOTARY PUBLIC STATE OF NEW YORK  
ERIE COUNTY  
LIC. #01WA4999121  
COMM. EXP. JULY 20, ~~2022~~  
2026

STATE OF NEW YORK                    )  
  ): SS.  
COUNTY OF ONONDAGA                )

On the 1<sup>ST</sup> day of ~~July~~ <sup>Aug</sup>, in the year 2022, before me, the undersigned, personally appeared PATRICK SZALACH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**DANIEL C. HALLIGAN**  
**Notary Public - State of New York**  
**No. 01-HA5051806**  
**Qualified in Onondaga County**  
**My Commission Exp. Nov. 6. 2025**

  
Notary Public

EXHIBIT A

FORM OF SERIES 2010A ALLONGE

ALLONGE DATED SEPTEMBER 6, 2022 ATTACHED TO THE TAX-EXEMPT MULTI-MODE VARIABLE RATE CIVIC FACILITY REVENUE BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2010A DATED SEPTEMBER 24, 2010, PAYABLE TO CITIZENS BANK, N.A., FORMERLY KNOWN AS RBS CITIZENS, N.A., AS REGISTERED OWNER.

Pursuant to a resolution of the board of directors of the Otsego County Capital Resource Corporation (the “Issuer”) on June 23, 2022 (the “Authorization Resolution”) and a Third Omnibus Amendment to the Indenture and Related Financing Documents dated as of September 6, 2022 (the “Third Omnibus Amendment”), the following changes are made to the Tax-Exempt Multi-Mode Variable Rate Civic Facility Revenue Bonds (The Springbrook NY, Inc. Project), Series 2010A in the original aggregate principal amount of \$25,200,000 (the “Initial Bonds”) originally issued on September 24, 2010 and deemed reissued on December 31, 2018:

1. The paragraph under the heading “(General Optional Redemption)” in the Initial Bonds is hereby deleted in its entirety and in lieu thereof there is substituted the following, effective as of September 1, 2022:

“During the Bank Purchase Rate Period, the Series 2010A Bonds are prepayable at the election of the Institution at par at any time, in whole or in part, in amounts of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Institution shall notify the Trustee and the Bondowner of the date and amount of any such prepayment in writing not later than 1:00 p.m., EST, at least three (3) Government Securities Business Days in advance thereof.”

2. Except as described above, all other terms and conditions of the Initial Bonds remain unchanged and are hereby ratified, confirmed, and approved in all respects.

3. This Allonge may be executed in counterparts and shall be affixed as an Allonge to the Initial Bonds.

[Remainder of page left blank intentionally]



IN WITNESS WHEREOF, OTSEGO COUNTY CAPITAL RESOURCE CORPORATION has caused this Allonge to be executed in its name by the manual or facsimile signature of an authorized officer of the Issuer and its corporate seal to be hereunto affixed, impressed, imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date and year first above written.

(SEAL)

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

ATTEST:

BY: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Assistant) Secretary

CONSENT BY THE INSTITUTION

Springbrook NY, Inc., as beneficiary of the Initial Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer and agrees to be bound by all of the terms and provisions of the Initial Bonds as amended by this Allonge.

SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

ACCEPTANCE BY THE TRUSTEE

Manufacturers and Traders Trust Company, as trustee for the holders of the Initial Bonds, hereby accepts, at the direction of the Bank, this Allonge executed and delivered by the Issuer.

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

CONSENT BY THE BANK

Citizens Bank, N.A., formerly known as RBS Citizens, N.A., as registered owner of the Initial Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer.

CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner

BY: \_\_\_\_\_  
Authorized Officer

EXHIBIT B

FORM OF SERIES 2012A ALLONGE

ALLONGE DATED SEPTEMBER 6, 2022 ATTACHED TO THE  
TAX-EXEMPT MULTI-MODE VARIABLE RATE REVENUE  
BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2012A  
DATED JULY 25, 2012, PAYABLE TO CITIZENS BANK, N.A.,  
FORMERLY KNOWN AS RBS CITIZENS, N.A., AS REGISTERED  
OWNER.

Pursuant to a resolution of the board of directors of the Otsego County Capital Resource Corporation (the “Issuer”) on June 23, 2022 (the “Authorization Resolution”) and a Third Omnibus Amendment to the Indenture and Related Financing Documents dated as of September 6, 2022 (the “Third Omnibus Amendment”), the following changes are made to the Tax-Exempt Multi-Mode Variable Rate Revenue Bonds (The Springbrook NY, Inc. Project), Series 2012A in the original aggregate principal amount of \$2,500,000 (the “Series 2012A Bonds”) originally issued on July 25, 2012:

1. The first paragraph under the heading “(Purchase on Demand)” in the Series 2012A Bonds is hereby deleted in its entirety and in lieu thereof there is substituted the following, effective as of September 1, 2022:

“This Bond will be subject to demand for purchase at the election of the Bank in whole upon the Business Day immediately following the date upon which the Bank shall notify the Institution, the Issuer and the Trustee that an Event of Default has occurred and is existing under the Bond Purchase Agreement and directing that the Bonds be purchased by the Institution.”

2. The paragraph under the heading “(General Optional Redemption)” in the Series 2012A Bonds is hereby deleted in its entirety and in lieu thereof there is substituted the following, effective as of September 1, 2022:

“During the Bank Purchase Rate Period, the Series 2012A Bonds are prepayable at the election of the Institution at par at any time, in whole or in part, in amounts of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Institution shall notify the Trustee and the Bondowner of the date and amount of any such prepayment in writing not later than 1:00 p.m., EST, at least three (3) Government Securities Business Days in advance thereof.”

3. Except as described above, all other terms and conditions of the Series 2012A Bonds remain unchanged and are hereby ratified, confirmed, and approved in all respects.

4. This Allonge may be executed in counterparts and shall be affixed as an Allonge to the Series 2012A Bonds.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, OTSEGO COUNTY CAPITAL RESOURCE CORPORATION has caused this Allonge to be executed in its name by the manual or facsimile signature of an authorized officer of the Issuer and its corporate seal to be hereunto affixed, impressed, imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date and year first above written.

(SEAL)

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

ATTEST:

BY: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Assistant) Secretary

CONSENT BY THE INSTITUTION

Springbrook NY, Inc., as beneficiary of the Series 2012A Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer and agrees to be bound by all of the terms and provisions of the Series 2012A Bonds as amended by this Allonge.

SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

ACCEPTANCE BY THE TRUSTEE

Manufacturers and Traders Trust Company, as trustee for the holders of the Series 2012A Bonds, hereby accepts, at the direction of the Bank, this Allonge executed and delivered by the Issuer.

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

CONSENT BY THE BANK

Citizens Bank, N.A., formerly known as RBS Citizens, N.A., as registered owner of the Series 2012A Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer.

CITIZENS BANK, N.A., formerly known as  
RBS Citizens, N.A., as registered owner

BY: \_\_\_\_\_  
Authorized Officer

EXHIBIT C

FORM OF SERIES 2017A ALLONGE

ALLONGE DATED SEPTEMBER 6, 2022 ATTACHED TO THE  
TAX-EXEMPT MULTI-MODE VARIABLE RATE REVENUE  
BONDS (THE SPRINGBROOK NY, INC. PROJECT), SERIES 2017A  
DATED MARCH 27, 2017, PAYABLE TO CITIZENS FUNDING  
CORP., AS REGISTERED OWNER.

Pursuant to a resolution of the board of directors of the Otsego County Capital Resource Corporation (the “Issuer”) on June 23, 2022 (the “Authorization Resolution”) and a Third Omnibus Amendment to the Indenture and Related Financing Documents dated as of September 6, 2022 (the “Third Omnibus Amendment”), the following changes are made to the Tax-Exempt Multi-Mode Variable Rate Revenue Bonds (The Springbrook NY, Inc. Project), Series 2017A in the original aggregate principal amount of \$4,450,000 (the “Series 2017A Bonds”) originally issued on March 27, 2017:

1. The paragraph under the heading “(General Optional Redemption)” in the Series 2017A Bonds is hereby deleted in its entirety and in lieu thereof there is substituted the following, effective as of September 1, 2022:

“During the Bank Purchase Rate Period, the Series 2017 Bonds are prepayable at the election of the Institution at par at any time, in whole or in part, in amounts of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Institution shall notify the Trustee and the Bondowner of the date and amount of any such prepayment in writing not later than 1:00 p.m., EST, at least three (3) Government Securities Business Days in advance thereof.”

2. Except as described above, all other terms and conditions of the Series 2017A Bonds remain unchanged and are hereby ratified, confirmed, and approved in all respects.

3. This Allonge may be executed in counterparts and shall be affixed as an Allonge to the Series 2017A Bonds.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, OTSEGO COUNTY CAPITAL RESOURCE CORPORATION has caused this Allonge to be executed in its name by the manual or facsimile signature of an authorized officer of the Issuer and its corporate seal to be hereunto affixed, impressed, imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date and year first above written.

(SEAL)

OTSEGO COUNTY CAPITAL  
RESOURCE CORPORATION

ATTEST:

BY: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Assistant) Secretary

CONSENT BY THE INSTITUTION

Springbrook NY, Inc., as beneficiary of the Series 2017A Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer and agrees to be bound by all of the terms and provisions of the Series 2017A Bonds as amended by this Allonge.

SPRINGBROOK NY, INC.

BY: \_\_\_\_\_  
Authorized Officer

ACCEPTANCE BY THE TRUSTEE

Manufacturers and Traders Trust Company, as trustee for the holders of the Series 2017A Bonds, hereby accepts, at the direction of the Bank and the Agent, this Allonge executed and delivered by the Issuer.

MANUFACTURERS AND TRADERS  
TRUST COMPANY, as Trustee

BY: \_\_\_\_\_  
Authorized Officer

CONSENT BY THE AGENT

Citizens Bank, N.A., as administrative agent of Citizens Funding Corp. the registered owner of the Series 2017A Bonds, hereby approves and consents to the execution and delivery of this Allonge by the Issuer.

CITIZENS BANK, N.A., as administrative  
agent for the registered owner

BY: \_\_\_\_\_  
Authorized Officer