
SECOND AMENDMENT TO BOND PURCHASE AGREEMENT

among

COUNTY OF SUMMIT, OHIO,

ST. EDWARD HOME,

CITIZENS FUNDING CORP.

and

CITIZENS BANK, NATIONAL ASSOCIATION

Dated [2025 Closing Date]

Amending the Bond Purchase Agreement
Dated as of December 1, 2015, as amended

Relating to
\$21,000,000
COUNTY OF SUMMIT, OHIO
HEALTH CARE FACILITIES
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2015
(VILLAGE AT ST. EDWARD PROJECT)

SECOND AMENDMENT TO BOND PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO BOND PURCHASE AGREEMENT (this “Amendment”), dated [2025 Closing Date], is made among the COUNTY OF SUMMIT, OHIO (the “Issuer”), ST. EDWARD HOME, an Ohio nonprofit corporation (the “Corporation”), CITIZENS FUNDING CORP., a New Hampshire corporation, as original purchaser of the Bonds (the “Original Purchaser”) and CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, as disbursing agent (the “Disbursing Agent”) under the Bond Purchase Agreement, dated as of December 1, 2015 (the “Original BPA”), as previously amended by the First Amendment to Bond Purchase Agreement dated July 1, 2020 (the “First Amendment to BPA” and, together with the Original BPA, the “Existing BPA”, and, together with this Amendment, the “BPA”), among the Issuer, the Corporation, the Original Purchaser and the Dissemination Agent, pursuant to which BPA the Issuer has issued its \$21,000,000 Health Care Facilities Refunding and Improvement Revenue Bonds, Series 2015 (Village at St. Edward Project) (the “Bonds”), and made available the proceeds of such Bonds to the Corporation, under the following circumstances, and amends the Existing BPA as follows:

A. The Corporation and the Original Purchaser have agreed to extend the Purchase Date (as defined in the Existing BPA) and to convert the interest rate applicable to the Bonds to a variable rate.

B. The Issuer, the Original Purchaser, as the sole current Holder of the Bonds, and the Disbursing Agent, at the Corporation’s request, desire to amend certain definitions in, to amend certain provisions of, and to add certain provisions to, the Existing BPA.

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained herein, the parties hereto agree, covenant and obligate themselves as follows:

Section 1. Use of Defined Terms. Words and terms defined in the Existing BPA shall have the same meanings when used herein, unless the context or use clearly indicates another meaning or intent.

Section 2. Amendment to Definitions.

(a) The definitions of “Bank Purchase Rate,” “Bonds,” “Business Day,” “Hedging Obligations,” “Interest Payment Date,” and “Prime Rate” in Section 1 of the Existing BPA are hereby amended and restated in its entirety as follows:

“Bank Purchase Rate” means a rate of interest equal to 79% of, (i) with respect to a SOFR Bond, the Term SOFR Rate, as determined for each Interest Period, plus (b) 2.85% and (ii) with respect to an ABR Bond, the Alternate Base Rate, as determined for each Interest Period, plus (b) 2.85%, and (iii) with respect to Bonds bearing interest based on the Prime Rate, (a) the Prime Rate, plus (b) 2.85%.

“Bonds” means the County of Summit, Ohio Health Care Facilities Refunding and Improvement Revenue Bonds, Series 2015 (Village at St. Edward Project), in the original principal amount of \$21,000,000, authorized in the Bond Resolution. As used herein, (a) the term “SOFR Rate Loan” shall include the Bonds bearing interest as described in clause (i) of the definition of Bank Purchase Rate and (b) the term “ABR Bond” shall include the Bonds bearing interest as described in clause (ii) of the definition of Bank Purchase Rate.

“Business Day” means any day other than a Saturday, Sunday or day on which banks in New York City, New York are authorized or required by law to close.

“Hedging Obligations” means any and all obligations of the Corporation, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under any and all Hedging Contracts with Citizens Bank, National Association or any of its Affiliates, provided that Hedging Obligations shall not include, with respect to any guarantor, Excluded CEA Hedging Obligations of such guarantor.

“Interest Payment Date” means (a) with respect to any ABR Bond, the last Business Day of each calendar month and the maturity date of the credit facility under which such Bond was made, and (b) with respect to any SOFR Bond, the last day of the Interest Period therefor and, in the case of any Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at a three-month interval after the first day of such Interest Period, and the maturity date of the credit facility under which such SOFR Bond was made.

“Prime Rate” means a rate per annum equal to the prime rate of interest announced from time to time by the Disbursing Agent or its parent company (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

(b) The following definitions of terms are hereby added to Section 1 of the BPA:

“ABR Bond(s)” means any Bonds bearing interest based on the Alternate Base Rate.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day and (b) the Federal Funds Rate in effect on such day plus 0.50% per annum, provided that the Alternate Base Rate shall at no time be less than the Floor. If Disbursing Agent shall have determined (which determination shall be conclusive absent clearly manifest error) that it is unable to ascertain the Federal Funds

Rate for any reason, including the inability or failure of Disbursing Agent to obtain sufficient quotations in accordance with the terms of the definition of the term “Federal Funds Rate”, the Alternate Base Rate shall be determined without regard to clause (b) or (c), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Rate, as applicable, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate, as applicable, respectively.

“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 pursuant to the Covenants Agreement or the Master Note 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 Covenants Agreement or the Master Note, 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” pursuant to clause (d) of Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting”.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Reference 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 4 of this Bond Purchase Agreement. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by Disbursing Agent for the applicable Benchmark Replacement Date:

(a) Term SOFR; or

(b) the sum of (i) the alternate benchmark rate that has been selected by Disbursing Agent giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate and an adjustment as a replacement for the then-current Benchmark for Dollar-denominated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment;

provided, that any such Benchmark Replacement shall be administratively feasible as determined by Disbursing Agent in its sole discretion. If the Benchmark Replacement, as determined pursuant to clauses (a) or (b) above, would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of Covenants Agreement, the Bonds, the Master Note and the other Bond Documents or Credit 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 of calculating or determining such spread adjustment, (which may be a positive or negative value or zero), that has been selected by Disbursing Agent 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 credit facilities at such time.

“Benchmark Replacement Date” means a date and time determined by Disbursing Agent, which date shall be no later than 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 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 Unavailability Period” means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Bond Document in accordance with Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting” and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Bond Document in accordance with Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting”.

“CEA Hedging Obligation” means with respect to any guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Change in Law” means the occurrence, after the date of the Covenants Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority or the compliance therewith by Holder; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines and directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.) and any successor statute.

“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, changes to the definition of “Alternate Base Rate”, the definition of “Business Day” or any similar or analogous definition, 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 of the kind referred to in Section 4(l) of this Bond Purchase Agreement titled “Compensation for Losses” and other technical, administrative or operational matters) that Disbursing Agent 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 Disbursing Agent in a manner substantially consistent with market practice (or, if Disbursing Agent decides that adoption of any portion of such market practice is not administratively feasible or if Disbursing Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as Disbursing Agent decides is reasonably necessary in connection with the administration of the Covenants Agreement, the Bonds, the Master Note and the other Bond Documents.).

“Dollar(s)” or “\$” refers to the lawful money of the United States.

“Excluded CEA Hedging Obligation” means, with respect to any guarantor, any CEA Hedging Obligation if, and only to the extent that, all or a portion of the guarantee of such guarantor of, or the grant by such guarantor of a security interest to secure, such CEA Hedging Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof), including by virtue of such guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such guarantor or the grant of such security interest becomes effective with respect to such CEA Hedging Obligation. If a CEA Hedging Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such CEA Hedging Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to Holder or required to be withheld or deducted from a payment to Holder: Taxes imposed on or measured by net income, franchise Taxes, and branch profits Taxes, in each case, imposed as a result of Holder being organized under the laws of the jurisdiction imposing such Tax (or any political subdivision thereof).

“Federal Funds Rate” means for any day, a rate per annum (expressed as a decimal, rounded upwards, if necessary, to the next higher 1/100 of one percent (1.00%)) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average of the quotations for such day on such transactions received by Disbursing Agent from three federal funds brokers of recognized standing selected by it and (c) if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of the Covenants Agreement, the Bonds and the Master Note.

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

“Floor” means 0.00% per annum.

“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.

“Governmental Authority” – means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any department, commission, board, bureau, agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Corporation under any Bond Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Interest Period(s)” means with respect to any applicable Bond, the period commencing on the date of such Bond or the date on which the Interest Period referred to in the foregoing clause (a) ends, as the case may be, and ending on the numerically corresponding day in the calendar month that is one month thereafter (in each case, subject to the availability thereof); provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iii) no Interest Period shall extend beyond the maturity date and (iv) no tenor that has been removed from this definition pursuant to clause (d) of Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting” shall be available for specification by Corporation. For purposes hereof, the date of a Bond initially shall be the date on which such Bond is made and thereafter shall be the effective date of the most recent conversion or continuation of such Bond. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Bond Document or Credit Document.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“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 and/or the Federal Reserve Bank of New York.

“SOFR” means a rate equal to the secured overnight financing rate published by the SOFR Administrator on the website of the SOFR Administrator, 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).

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

“SOFR Bond(s)” means any Bond bearing interest or incurring fees, commission or other amounts based upon Term SOFR, but excluding for the avoidance of doubt any ABR Bond.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term SOFR Adjustment” for any calculation with respect to an ABR Bond (solely with respect to the Term SOFR component thereof) or a SOFR Bond, a percentage per annum as set forth below for the applicable Type of such Bond and (if applicable) Interest Period thereof:

I. ABR Bonds (solely with respect to the Term SOFR component thereof):

0.11448%

II. SOFR Bonds:

<u>Interest Period</u>	<u>Percentage</u>
One month	0.11448%

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CME) (or a successor administrator of the Term SOFR Reference Rate selected by Disbursing Agent in its reasonable discretion).

“Term SOFR Rate” means a rate per annum equal to the greater of (a) the sum of (i) the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Term SOFR Determination Day”) that is two (2) Government Securities Business Days prior to the first day of such Interest Period; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Term SOFR Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Government Securities Business Day is not more than three (3) Government Securities Business Days prior to such Term SOFR Determination Day plus (ii) the Term SOFR Adjustment, and (b) the Floor.

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR published by the Term SOFR Administrator and displayed on CME’s Market Data Platform (or other commercially available source providing such quotations as may be selected by Disbursing Agent from time to time).

“Type”, when used in reference to any Bond, refers to whether the rate of interest on such Bond, is determined by reference to the Alternate Base Rate or the Term SOFR Rate.

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

Section 3. Reapplying Certain Provisions. As of the date hereof, Sections (4)(d) and (4)(e) of the Original BPA, which were made inapplicable to the Bonds by the First Amendment to BPA, shall be reapplied in their entirety.

Section 4. Increased Costs; Capital Adequacy. Section (4)(b)(ii) of the Existing BPA is hereby amended and restated in its entirety as follows:

(A) If any Change in Law shall:

(1) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining any maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement)) special deposit, liquidity, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, Holder;

(2) subject Holder to any Taxes (other than Indemnified Taxes) on its bonds, loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(3) impose on Holder any other condition, cost or expense (other than Taxes) affecting the Covenants Agreement or, the Bonds made by Holder or any letter of credit;

and the result of any of the foregoing shall be to increase the cost to Holder of making, converting to, continuing or maintaining any Bond or of maintaining its obligation to make any such Bond, or to increase the cost to Holder of issuing or maintaining any letter of credit (or of maintaining its obligation to issue any letter of credit), or to reduce the amount of any sum received or receivable by Holder hereunder (whether of principal, interest or any other amount) then, upon request of Holder, Corporation will pay to Holder such additional amount or amounts as will compensate Holder for such additional costs incurred or reduction suffered.

(B) If Holder determines that any Change in Law affecting Holder or Holder's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on Holder's capital or on the capital of Holder's holding company, if any, as a consequence of the Covenants Agreement, the Bond, any commitment of the Holder to make a bond or loan, the Bonds or any letters of credit issued by Holder, to a level below that which Holder or Holder's holding company could have achieved but for such Change in Law (taking into consideration Holder's policies and the policies of Holder's holding company with respect to capital adequacy and liquidity), then from time to time Corporation will pay to Holder such additional amount or amounts as will compensate Holder or Holder's holding company for any such reduction suffered.

(C) A certificate of Holder setting forth the amount or amounts necessary to compensate Holder or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 4 and delivered to Corporation, shall be conclusive absent manifest error. Corporation shall pay Holder, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(D) Failure or delay on the part of Holder to demand compensation pursuant to this Section 4 shall not constitute a waiver of Holder's right to demand such compensation.

Notwithstanding the foregoing, the “Change in Law” to which paragraph (ii) applies will not be deemed to include any change the result of which is a Determination of Taxability.

Section 5. Corporate Tax Rate Changes. Section (4)(b)(iii) of the Existing BPA, which was made inapplicable to the Bonds by the First Amendment to BPA, shall be reapplied in its entirety, is hereby amended and restated in its entirety as follows:

(iii) *Corporate Tax Rate Changes.* If the maximum marginal statutory rate of federal tax imposed upon income of corporations generally (whether or not any Holder is actually taxed at said maximum marginal statutory rate) decreases for any period during which the Bonds are outstanding, the factor of 79% used in calculating the interest rate on the Bonds shall be increased, effective upon the effective date of such decrease, to equal [1- New Tax Rate], where “New Tax Rate” means a maximum marginal statutory rate of federal tax, expressed as a decimal, which may be imposed upon income of corporations generally.

Section 6. Benchmark Replacement Provisions. New subsections (4)(b)(v) through (vii) are hereby added to the BPA as follows:

(v) *Benchmark Replacement Provisions.*

(A) **Benchmark Replacement.** Notwithstanding anything to the contrary in this Bond Purchase Agreement, the Bonds, the Master Note or any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent (subject to clause (y) below) of any other party to, the Covenants Agreement, the Bond or any other Credit Document, and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the date notice of such Benchmark Replacement is provided to Corporation without any amendment to, or further action or consent of any other party to, the Covenants Agreement, the Bond or any other Credit Document.

(B) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement,

Disbursing Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to the Covenants Agreement, the Bond, or any other Bond Document or Credit Document. Notices; Standards for Decisions and Determinations. Disbursing Agent will promptly notify Corporation of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Disbursing Agent will notify the Corporation of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 4(b)(v)[(C)][(D)] below and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Disbursing Agent pursuant to this Section 4, 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 or their sole discretion and without consent from any other party to the Covenants Agreement, the Bond or any other Bond Document or Credit Document, except, in each case, as expressly required pursuant to this Section 4.

(C) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference 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 Disbursing Agent 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 (i) Disbursing Agent 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 Disbursing Agent 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.

(D) **Benchmark Unavailability Period.** Upon Corporation's receipt of notice of the commencement of a Benchmark Unavailability Period, Corporation may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Bonds to be made, converted or continued during any Benchmark Unavailability Period and, failing that, Corporation will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Bonds. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, any component of the Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of such rate.

(vi) *Rates Generally.*

Disbursing Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the administration, construction, calculation, publication, continuation, discontinuation, movement, or regulation of, or any other matter related to, any rate of interest under the Covenants Agreement and the Bond, including the Alternate Base Rate, the Benchmark, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), any component definition thereof or rates referred to in the definition thereof, including whether any Benchmark is similar to, or will produce the same value or economic equivalence of, any other rate or whether financial instruments referencing or underlying the Benchmark will have the same volume or liquidity as those referencing or underlying any other rate, (b) the impact of any regulatory statements about, or actions taken with respect to any Benchmark (or component thereof), (c) changes made by any administrator to the methodology used to calculate any Benchmark (or component thereof) or (d) the effect, implementation or composition of any Conforming Changes. Disbursing Agent and its affiliates or other related entities may engage in transactions that affect the calculation of any rate of interest under the Covenants Agreement and the Bond, including the Alternate Base Rate, the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustment thereto, in each case, in a manner adverse to Corporation. Disbursing Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, such transactions. Disbursing Agent may select information sources or services in its reasonable discretion to ascertain any rate of interest under the Covenants Agreement and the Bond, including the Alternate Base Rate, the Benchmark, or any alternative successor or replacement rate (including any Benchmark Replacement), in each case pursuant to the terms of the Covenants Agreement and the Bond, and shall have no liability to Corporation, 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.

(vii) *Term SOFR Rate Conforming Changes.*

In connection with the use or administration of the Term SOFR Reference Rate, Disbursing Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to the Covenants Agreement, the Bond or any other Credit Document. Disbursing Agent will promptly notify the Corporation of the effectiveness of any Conforming Changes in connection with the use or administration of the Term SOFR Reference Rate.

Section 7. Inability to Determine Rates. Section (4)(c) of the Existing BPA is hereby amended and restated in its entirety as follows:

(c) Inability to Determine Rates.

Subject to Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting”, if on or prior to the first day of any Interest Period for any SOFR Bond:

(i) Disbursing Agent determines (which determination shall be conclusive and binding absent manifest error) that the “Term SOFR Rate” cannot be determined pursuant to the definition thereof, or

(ii) Disbursing Agent determines that for any reason in connection with any request for a SOFR Bond or a conversion thereto or a continuation thereof that the Term SOFR Rate for any requested Interest Period with respect to a proposed SOFR Bond does not adequately and fairly reflect the cost to Disbursing Agent of funding such Bond,

Disbursing Agent will promptly so notify Corporation.

Upon notice thereof by Disbursing Agent to Corporation, any obligation of Disbursing Agent to make or maintain SOFR Bonds, and any right of Corporation to continue SOFR Bonds or to convert ABR Bonds to SOFR Bonds shall be suspended (to the extent of the affected Interest Periods) until Disbursing Agent revokes such notice. Upon Corporation’s receipt of such notice, (i) Corporation may revoke any pending request for a borrowing of, conversion to, or continuation of SOFR Bonds (to the extent of the affected Interest Periods) or, failing that, Corporation will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Bonds in the amount specified therein and (ii) any outstanding affected SOFR Bonds will be deemed to have been converted into ABR Bonds at the end of the applicable Interest Period. Upon

any such conversion, Corporation shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 4(l) of this Bond Purchase Agreement titled “Compensation for Losses”. Subject to Section 4(v) of this Bond Purchase Agreement titled “Benchmark Replacement Setting”, if Disbursing Agent determines (which determination shall be conclusive and binding absent manifest error) that the “Term SOFR Rate” cannot be determined pursuant to the definition thereof on any given day, the Alternate Base Rate shall be determined by Disbursing Agent without reference to any component of the Alternative Base Rate that references the “Term SOFR Rate” until Disbursing Agent revokes such determination.

Section 8. Mandatory Tender for Purchase. Section (4)(f) of the Existing BPA is hereby amended and restated in its entirety as follows:

(f) Mandatory Tender for Purchase. The Bonds are subject to tender for mandatory purchase on the September 1, 2028 and on each September 1st thereafter (each a “Purchase Date”) unless in each case such tender is waived by the Holder not less than 180 days prior to the Purchase Date; provided that such tender may be waived by the Holder at such later date as is agreeable to the Holder and the Corporation. The purchase price shall be 100% of the outstanding principal amount thereof plus accrued interest to the Purchase Date. If the Holder does not require purchase of the Bonds, the Bonds will continue to bear interest at the then-current Bank Purchase Rate until the next Purchase Date. In lieu of mandatory purchase, the Corporation and the Holder may agree on a new Bank Purchase Rate, subject to receipt of an opinion of Bond Counsel to the effect that the adoption of the new rate will not affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 9. Optional and Other Redemption. Section (4)(g)(ii) of the Existing BPA is hereby amended and restated in its entirety as follows:

The Bonds are subject to redemption at the election of the Corporation, and are subject to mandatory prepayment pursuant to Section 4.2(c) of the Lease from unspent moneys in the Project Fund unless otherwise consented to by the Holder, at par at any time, in whole or in part, in amounts of \$5,000 or integral multiples thereof. The Corporation shall notify the Holder and the Disbursing Agent of the date and amount of any prepayment in writing at least 30 days in advance thereof. Corporation may, at any time and from time to time, voluntarily prepay the Bonds in whole or in part without premium or penalty (except as set forth in Section 4(l) of this Bond Purchase Agreement titled “Compensation for Losses”). For SOFR Bonds in connection with which the Corporation has or may incur Hedging Obligations, additional obligations may be associated with prepayment, in accordance with the terms and conditions of the applicable Hedging Contract. In order for Corporation to prepay a Bond, Corporation must provide Holder with written notice of the proposed prepayment such notice must be received by Holder not later than 10:00 a.m. (1) three (3) Government Securities Business Days prior to any date of prepayment of a SOFR

Bond and (2) one (1) Business Day prior to the date of prepayment of an ABR Bond. Each such notice shall specify the date and amount of such prepayment and Type(s) of Bonds to be prepaid. If such notice is given by Corporation, Corporation shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

Section 10. Illegality. Section (4)(j) of the Existing BPA is hereby amended and restated in its entirety as follows:

(j) **Illegality.** If Disbursing Agent determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for Holder to make, maintain or fund Bonds whose interest is determined by reference to SOFR or the Term SOFR Rate, or to determine or charge interest rates based upon SOFR or the Term SOFR Rate, then, upon notice thereof by Disbursing Agent to Corporation, (a) any obligation of Disbursing Agent to make or maintain SOFR Bonds and any right of Corporation to continue SOFR Bonds or to convert ABR Bonds to SOFR Bonds shall be suspended, and (b) the interest rate on which ABR Bonds shall, if necessary to avoid such illegality, be determined by Disbursing Agent without reference to clause (c) of the definition of “Alternate Base Rate”, in each case until Disbursing Agent notifies Corporation that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) Corporation shall, if necessary to avoid such illegality, upon demand from Disbursing Agent, prepay or, if applicable, convert all SOFR Bonds to ABR Bonds (the interest rate on which ABR Bonds of Disbursing Agent shall, if necessary to avoid such illegality, be determined by Disbursing Agent without reference to clause (c) of the definition of “Alternate Base Rate”), on the last day of the Interest Period thereof, if Disbursing Agent may lawfully continue to maintain such Bonds to such day, or immediately, if Disbursing Agent may not lawfully continue to maintain such Bonds to such day, and (ii) if necessary to avoid such illegality, Disbursing Agent shall during the period of such suspension compute the Alternate Base Rate without reference to clause (c) of the definition of “Alternate Base Rate” in each case until Disbursing Agent determines that it is no longer illegal for Disbursing Agent to determine or charge interest rates based upon SOFR or the Term SOFR Rate. Upon any such prepayment or conversion, Corporation shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 4(l) of this Bond Purchase Agreement titled “Compensation for Losses”.

Section 11. Compensation for Losses. Section (4)(l) of the Existing BPA is hereby amended and restated in its entirety as follows:

(l) **Compensation for Losses.** In the event of (a) the payment or prepayment of any principal of any SOFR Bond other than on the last day of the Interest Period applicable thereto, whether voluntary, mandatory, automatic, by reason of acceleration (including as a result of an Event of Default), (b) the conversion of any SOFR Bond other

than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (c) the failure to borrow, convert, continue or prepay any SOFR Bond on the date specified in any notice delivered pursuant hereto, then, in any such event, Corporation shall compensate Holder 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 Holder setting forth any amount or amounts that Holder is entitled to receive pursuant to this Section 4(l) shall be delivered to Corporation and shall be conclusive absent manifest error. Corporation shall pay Holder the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 12. Tax Matters.

(a) *Reissuance.* The parties hereto acknowledge that, as a result of this Amendment, the Bonds will be deemed to have been “reissued” for federal income tax purposes. The Corporation hereby requests the Issuer, and the Issuer agrees, to execute an IRS Form 8038 with respect to the Bonds, such IRS Form 8038 to be drafted by Ice Miller LLP, as Bond Counsel, and to cooperate with its filing by the date determined by Bond Counsel.

(b) *Tax Representations and Certifications.* Each of the Corporation and the Issuer certify to each other, the Original Purchaser and Bond Counsel that the information and representations of the Corporation and the Issuer contained in the Tax Regulatory Agreement dated as of December 1, 2015 between the Corporation and the Issuer (the “Tax Agreement”) and the Corporation’s Certificate Regarding the Total Financed Property and the Expenditure of Funds, dated December 9, 2015, each with respect to the Bonds, the New Project and the Prior Project identified therein, are true and correct in all material respects, with the Issuer relying on the Corporation’s representations and certifications to the same extent as set forth in the Tax Agreement, except that (i) the “Rate Cap” as defined in the Section 1.7 of the Tax Agreement was allowed to expire by its terms and (ii) the “Guaranty” as defined in Section 2.3 of the Tax Agreement has been released so references in the Tax Agreement to the Guaranty and Guarantor are no longer applicable.

(c) *Corporation Tax Certifications.* The Corporation certifies that (i) all amounts in the Project Fund have been disbursed and spent, and (ii) the aggregate value of the Bonds on the date hereof, after giving effect to the effectiveness of this Amendment, determined pursuant to Regulations Section 1.148-4(e)(1) is the outstanding amount thereof, or \$[Remaining par].

Section 13. Signing Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts.

Section 14. Governing Law. This Amendment shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

Section 15. Effective Date. This Amendment is effective as of [2025 Closing Date]. The Existing BPA will be and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the BPA shall be determined, exercised and enforced thereunder subject in all respect to the provisions of this Amendment, and all provisions hereof shall be deemed to be part of the terms and conditions of the BPA for any and all purposes. The terms and provisions of the BPA, except as expressly modified by the terms of this Amendment, remain in full force and effect, and shall not be released, impaired, diminished, waived or in any way modified or amended as a result of the execution and delivery of this Amendment or by the agreements and undertakings of the parties contained herein.

IN WITNESS WHEREOF, the Issuer, the Corporation, the Original Purchaser and the Disbursing Agent have caused this Second Amendment to Bond Purchase Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive
County of Summit, Ohio

Approved as to Form and Correctness:

Brian Harnak, Director of Law
and Risk Management

ST. EDWARD HOME

By: _____
Danielle Maur, President and Chief
Executive Officer

CITIZENS FUNDING CORP., as Original
Purchaser

By: _____
[Name, Title]

**CITIZENS BANK, NATIONAL
ASSOCIATION**, as Disbursing Agent

By: _____
[Name, Title]