

\$129,095,000
THE GENESEE COUNTY FUNDING CORPORATION
TAX-EXEMPT REVENUE BONDS
(ROCHESTER REGIONAL HEALTH PROJECT),
SERIES 2022A

BOND PURCHASE CONTRACT

May 3, 2022

The Genesee County Funding Corporation
99 MedTech Drive, Suite 106
Batavia, New York 14020

Rochester Regional Health
100 Kings Highway South
Rochester, New York 14617

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., on behalf of itself and as representative (the “Representative”) of J.P. Morgan Securities LLC and Cain Brothers, a division of KeyBanc Capital Markets (collectively with the Representative, the “Underwriters”) hereby offers to enter into this Bond Purchase Contract (this “Purchase Contract”) with The Genesee County Funding Corporation (the “Issuer”) and Rochester Regional Health (“RRH”), Rochester General Hospital, United Memorial Medical Center, Newark Wayne Community Hospital, The Unity Hospital of Rochester, Clifton Springs Sanitarium Company d/b/a Clifton Springs Hospital and Clinic and Canton-Potsdam Hospital, for the purchase by the Underwriters and sale by the Issuer of the Issuer’s Tax-Exempt Revenue Bonds (The Rochester Regional Health Project), Series 2022A (the “Bonds”) described below. RRH, by execution of this Purchase Contract hereby accepts and acknowledges its obligations as Obligated Group Representative upon the issuance of the Bonds. *All capitalized terms used but not otherwise defined herein shall have the respective meanings specified in the hereafter defined Indenture and the Loan Agreement.*

Upon your mutual acceptance, as evidenced by the signatures of authorized officers/representatives of the Issuer, RRH and the Obligated Group in the spaces provided below, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, RRH and the Obligated Group, and the Underwriters. This offer is made subject to acceptance hereof by the Issuer, RRH and the Obligated Group, prior to 11:00 p.m., prevailing New York time (“New York time”), on the date hereof and if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to you at any time prior to your acceptance.

The Issuer and the Obligated Group (including RRH for purposes of this paragraph) acknowledge that in connection with the offering of the Bonds, (a) the Underwriters’ role is to purchase securities for resale to investors in an arm’s-length commercial transaction, (b) the only obligations the Underwriters have in connection with the issuance of the Bonds are as set forth in this Purchase Contract, (c) the Underwriters may have interest that differ from those of the Issuer

and the Obligated Group, (d) the Underwriters are acting solely as principals and are not acting as municipal advisors (within the meaning of Section 15B of the Securities and Exchange Act of 1934 (as amended, the “Exchange Act”)), financial advisors or fiduciaries to the Issuer or the Obligated Group and have not assumed any advisory or fiduciary responsibility to the Issuer or the Obligated Group with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer or the Obligated Group on other matters) and (e) the Issuer and the Obligated Group have consulted with their own legal, accounting, tax, financial and other adviser, as applicable, to the extent they deem appropriate.

1. (A) Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters all (but not less than all) of (i) the \$129,095,000.00 aggregate principal amount of the Bonds at a purchase price of \$136,319,675.05, which is equal to the aggregate principal amount of the Bonds, less an Underwriters’ discount in the amount of \$424,722.55, plus original issue premium of \$7,649,397.60 (the “Purchase Price”). The Bonds shall be dated the date of their issuance and delivery, shall mature on such times, shall bear interest at the rates and shall be sold at the prices set forth in Exhibit A attached hereto. The Bonds shall be subject to redemption and purchase in lieu of redemption as set forth in Exhibit A attached hereto. The Bonds shall be fully registered bonds without coupons in the denomination of \$5,000 or in integral multiples thereof.

(B) The Bonds are being issued pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, as amended (the “Act”), Resolution 339 of 2009 of the Genesee County Legislature, a resolution of the Issuer adopted on April 28, 2022 (the “Resolution”), and pursuant to Issuer’s Restated Certificate of Incorporation, and a Trust Indenture dated as of May 1, 2022 (the “Indenture”) by and between the Issuer and Manufacturers and Traders Trust Company, as trustee (the “Trustee”). In connection with the issuance of the Bonds, RRH, the Obligated Group and the Issuer will enter into a Loan Agreement dated as of May 1, 2022 (the “Loan Agreement”), as acknowledged by RRH, as Obligated Group Representative, pursuant to which the Issuer will loan the proceeds of the Bonds to RRH and the Members of the Obligated Group and the Members of the Obligated Group will agree to repay directly to the Trustee (as assignee of the Issuer’s interest in the Loan Agreement) the amounts required, together with certain other funds available to the Trustee for such purpose, to pay the principal and redemption premium, if any, of and interest on the Bonds, and to pay certain administrative expenses of the Issuer. On the Closing Date, Canton-Potsdam Hospital (“CPH” or the “New Member”) will join Rochester General Hospital, United Memorial Medical Center, Newark Wayne Community Hospital, The Unity Hospital of Rochester and Clifton Springs Sanitarium Company d/b/a Clifton Springs Hospital and Clinic, as Members of the Obligated Group (such entities are collectively, the “Members of the Obligated Group,” “Obligated Group Members” or “Obligated Group” and each an “Obligated Group Member” or “Member”) pursuant to the terms of the Master Indenture.

(C) The Bonds are special and limited obligations of the Issuer, secured under the Indenture by the pledge and assignment to the Trustee of all of the Issuer’s right, title and interest in the Loan Agreement (except the Unassigned Rights), and all payments, revenues and receipts

derived by the Issuer under and pursuant to and subject to the provisions of the Loan Agreement, and all moneys and securities from time to time held in the funds and accounts established under the Indenture (excluding the Rebate Fund).

(D) The payment obligations of the Members of the Obligated Group under the Loan Agreement will be evidenced and secured by, among other things, the issuance by RRH, as Obligated Group Representative of obligations described below pursuant to the terms of an Amended and Restated Master Trust Indenture, dated as of November 1, 2020 (the “A&R Master Trust Indenture”) by and among RRH, Rochester General Hospital, United Memorial Medical Center, Newark Wayne Community Hospital, The Unity Hospital of Rochester and Clifton Springs Sanitarium Company d/b/a Clifton Springs Hospital and Clinic and Manufacturers and Traders Trust Company, as master trustee (the “Master Trustee”), as amended and supplemented from time to time and as further supplemented by a Supplemental Master Trust Indenture for Obligation No. 5, dated as of May 1, 2022 evidencing the indebtedness under the Bonds (the “Bond Supplement”). Concurrent with the issuance of the Bonds, RRH, as Obligated Group Representative, the New Member and Master Trustee will also enter into the Supplemental Indenture For Admission of Canton-Potsdam Hospital Into Obligated Group, dated as of May 1, 2022 (the “New Member Supplement” and, together with the Bond Supplement, the “Supplements”), pursuant to which the New Member will be admitted to the Obligated Group. The Supplements and the A&R Master Trust Indenture are collectively referred to herein as the “Master Indenture”. Obligation No. 5 is referred to as the “Obligation”. The Obligation will be the joint and several obligation of the current Members of the Obligated Group and any other entities that may in the future agree to become obligated on the Obligation and any additional Obligations (as such term is defined herein) that may be issued under the Master Indenture in accordance with the provisions thereof. The Obligation will be an obligation issued under the Master Indenture secured by a pledge of the Obligated Group’s Gross Receivables (as such term is defined in the Master Indenture).

(E) The Issuer intends to loan the proceeds from the sale of the Bonds to the Members of the Obligated Group for the purpose of financing or refinancing costs relating to certain projects (the “Series 2022 Project”), which includes: (i) financing construction on the Batavia Campus of an approximately 105,393 square-foot medical facility that will house extension sites of three RRH affiliate hospitals to be used for outpatient cardiac care, women’s health services, primary care, urgent care, outpatient surgical services, gastroenterology, outpatient radiology and other outpatient services and approximately 175,821 square feet of related parking; (ii) financing the acquisition and installation in and around such improvements of certain items of machinery, equipment and other tangible personal property; (iii) financing the construction of a four-story bed tower containing in the aggregate approximately 96,189 square feet on the CPH Campus to house an expansion of CPH’s emergency department, 63 medical/surgical beds with request for an additional 15 medical/surgical beds, and shell space for future growth for the OB service line; (iv) financing the acquisition and installation in and around such improvements of certain items of machinery, equipment and other tangible personal property; (v) refunding or refinancing of all or a portion of the following: (a) the outstanding principal amount of the St. Lawrence County Industrial Development Agency Civic Development Corporation Multi-Mode Civic Development Corporation Revenue Bonds (Canton-Potsdam Hospital Project), Series 2010A; (b) the St. Lawrence County Industrial Development Agency Civic Development Corporation Multi-Mode Civic Development Corporation Revenue Bonds (Canton-Potsdam Hospital Project),

Series 2010B; (c) the St. Lawrence County Industrial Development Agency Civic Development Corporation Revenue Bonds (St. Lawrence Health System Project), Series 2016; and (d) the outstanding principal amount of a taxable loan to St. Lawrence Health System, collectively, the “Project Costs” as described in the Preliminary Official Statement and Official Statement as defined herein.

2. (a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer and the Obligated Group in establishing the issue price of the Bonds and shall execute and deliver to the Issuer upon the issuance of the Bonds an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit B, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer, RRH the Obligated Group and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test).

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by an Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by each Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including but not limited to, the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to, the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including but not limited to, the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including but not limited to, the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the

requirements for establishing issue price of the Bonds, including but not limited to, the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Contract by all parties.

3. (A) The Issuer has previously provided the Underwriters with copies of its Preliminary Official Statement dated April 22, 2022 (the “Preliminary Official Statement”). Notwithstanding the foregoing, RRH and the Obligated Group acknowledge and agree that the Issuer is a conduit issuer and has not prepared or assisted in the preparation of the Preliminary Official Statement or the Official Statement and is not responsible for any statements made therein, except for the information contained under the captions “INTRODUCTORY STATEMENT – The Issuer,” “THE ISSUER” and “LITIGATION – The Issuer” (only insofar as such information pertains to the Issuer).

(B) The Issuer (with respect to the information set forth under the captions “INTRODUCTORY STATEMENT – The Issuer,” “THE ISSUER” and “LITIGATION – The

Issuer” (only insofar as such information specifically pertains to the Issuer)) and RRH and the Obligated Group deemed the Preliminary Official Statement “final” (except for the omissions permitted under Rule 15c2-12 (the “Rule”) of the Exchange Act) as of its date, for purposes of Section (b)(1) of the Rule.

(C) The Issuer, at the expense of the Obligated Group, shall supply to the Underwriters, at such address as the Representative shall specify, a reasonable number of copies of a final Official Statement relating to the Bonds (the “Official Statement”), in form satisfactory to the Representative, within seven business days of the date hereof, and in any event no later than two business days before the Closing (as defined below), and in time to accompany any confirmation that requests payment from any customer, and in a sufficient quantity to comply with Section (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the “MSRB”) then in effect. It is understood that, in undertaking to deliver the Official Statement pursuant to this paragraph, the Underwriters are not undertaking any responsibility for the accuracy or completeness of the information in the Official Statement (except such information in the Official Statement as may have been specifically provided by the Representative in writing). The Issuer and the Obligated Group hereby authorize and ratify the use of copies of the Official Statement in connection with the public offering and sale of the Bonds. RRH and the Obligated Group have covenanted pursuant to a Continuing Disclosure Agreement dated as of May 1, 2022 (the “Continuing Disclosure Agreement”), for the benefit of the bondholders to provide to the MSRB through the Electronic Municipal Market Access (“EMMA”) system (<http://www.emma.msrb.com>) (a) certain annual financial information, including audited financial statements and operating data, generally consistent with the information contained or incorporated by reference in the Official Statement, (b) timely notice of any of the events identified in Section (b)(5) of the Rule with respect to the Bonds and (c) timely notice of any failure of any obligated person to provide the required annual information on or before the date specified in the Continuing Disclosure Agreement. The Continuing Disclosure Agreement, together with the Bonds, the Indenture, the Loan Agreement, the Master Indenture and this Purchase Contract are referred to collectively herein as the “Legal Documents”.

4. At 10:00 a.m., New York time, on May 12, 2022 or on such other date and time as shall be agreed upon in writing by the Issuer, the Obligated Group and the Representative, the Issuer will make available for delivery to the Underwriters through the book-entry only facilities of The Depository Trust Company, New York, New York (“DTC”) the Bonds in definitive form, duly executed and authenticated, for closing in its “FAST” program, and will deliver to the Underwriters the other documents hereinafter mentioned at the offices of Harris Beach PLLC, Rochester, New York (“Bond Counsel”) and the Underwriters will accept such delivery and pay the Purchase Price of the Bonds to the Trustee in immediately available federal funds by wire transfer to or upon the order of the Issuer or the order of such other person as the Issuer shall direct (such deliveries and payment are referred to herein as the “Closing”). The Bonds shall be fully registered bonds without coupons in the denomination of \$5,000 or in integral multiples thereof.

5. The Issuer represents and warrants to the Underwriters as follows:

(a) The statements and information in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTORY STATEMENT – The Issuer,” “THE ISSUER” and “LITIGATION – The Issuer” (only insofar as such information specifically pertains to the Issuer), as of their respective dates, are true and correct in all material respects, and such information does not contain any untrue statement of a material fact relating to the Issuer or omit to state a material fact relating to the Issuer that is necessary to make the statements and information therein, in light of the circumstances under which they were made, not misleading; it being understood that the Issuer is not making any representation as to the truth, accuracy or completeness of the Preliminary Official Statement or the Official Statement, other than those portions that relate to or describe the Issuer.

(b) The Issuer is, as of the date of this Purchase Contract, and will be, as of the date of the Closing, a not-for-profit corporation under the laws of the State of New York (the “State”), duly organized and existing pursuant to the Act with full legal right, power and authority to issue the Bonds, to execute, deliver and perform its obligations under this Purchase Contract, the Indenture, the Loan Agreement, the Pledge and Assignment dated as of May 1, 2022 from the Issuer to the Trustee (the “Pledge and Assignment”) and the Tax Compliance Agreement dated as of May 12, 2022, to authorize the distribution of the Preliminary Official Statement and to execute and deliver the Official Statement and all other Financing Documents to which it is a party (collectively referred to herein as the “Issuer Documents”), to adopt the Resolution, to pledge and assign the revenues and the funds and accounts established under the Indenture (except the Rebate Fund) and all of its right, title and interest in the Loan Agreement (except the Unassigned Rights) pursuant to the Pledge and Assignment, and to issue, sell and deliver the Bonds to the Underwriters as provided herein and to carry out and consummate all other transactions contemplated by each of the aforesaid documents on its part to be performed.

(c) The Issuer has duly authorized the execution and delivery of this Purchase Contract and, assuming the due authorization, execution and delivery by the other parties hereto, will constitute a valid and binding obligation of the Issuer, enforceable in accordance with its terms (subject to any applicable bankruptcy, insolvency, moratorium or the similar laws or equitable principles affecting creditors’ rights or remedies generally).

(d) At or prior to the Closing, the execution, delivery and issuance by the Issuer of the Bonds will have been duly authorized by the Issuer and, when delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Purchase Contract, the Resolution and the Indenture will constitute valid and binding limited obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, insolvency, moratorium or other similar laws or equitable principles affecting creditors’ rights or remedies generally).

(e) At or prior to the Closing, the execution, delivery and performance by the Issuer of each of the Indenture, the Loan Agreement and the Pledge and Assignment will have been duly authorized by the Issuer, each of which, assuming due authorization, execution and delivery by the other respective parties thereto, shall constitute a valid and binding obligation of the Issuer, enforceable in accordance with its respective terms (subject to applicable bankruptcy,

insolvency, moratorium or other similar laws or equitable principles affecting creditors' rights or remedies generally).

(f) To the best knowledge of the Issuer, the adoption of the Resolution, the execution of the Official Statement, the execution, delivery and performance of the Indenture, the Loan Agreement and the other Issuer Documents and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby and hereby, do not, as of the date hereof, and will not, as of the date of the Closing, in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, deed of trust, mortgage, agreement, or other instrument to which the Issuer is a party, or conflict with, violate, or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Issuer is subject.

(g) The Resolution and the forms of the Indenture, the Loan Agreement, the Pledge and Assignment, the Bonds and this Purchase Contract were adopted or approved at a duly convened meeting of the Issuer, with respect to which all legally required notices were duly given, and at which meeting a quorum was present and acting at the time of adoption thereof.

(h) The State and the County of Genesee, New York (the "County") are not obligated to pay, and neither the faith and credit nor taxing power of the State or the County are pledged to the payment of, the principal or redemption price, if any, of or interest on the Bonds. The Bonds are special and limited obligations of the Issuer, payable solely out of the revenues or other receipts, funds or moneys of the Issuer pledged under the Indenture and from any amounts otherwise available under the Indenture for the payment of the Bonds. The Bonds do not now and shall never constitute a charge against the general credit of the Issuer. The Issuer has no taxing power in connection with the issuance of the Bonds.

(i) It is specifically understood and agreed that the Issuer makes no representation or warranty as to the financial position or business or other condition of RRH, the Obligated Group or the Project (as defined in the Indenture) and does not represent or warrant as to the correctness, completeness or accuracy of any of the statements, information (financial or otherwise), representations or certifications furnished or to be made and furnished by or on behalf of RRH or the Obligated Group in connection with the execution and delivery of the Issuer Documents or the consummation of the transactions contemplated thereunder or in connection with the sale of the Bonds.

6. RRH, upon the issuance of the Bonds, will be the Obligated Group Representative under the Master Indenture. RRH and the Obligated Group represent and warrant to the Underwriters and to the Issuer as follows:

(a) RRH and each Member of the Obligated Group is a not-for-profit corporation duly organized and validly existing and in good standing under the laws of the State and operating: (i) exclusively for charitable purposes, and (ii) not for pecuniary profit and no part of the net earnings of which inures or will inure to the benefit of any person, private stockholder or individual.

(b) RRH and each Member of the Obligated Group is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or corresponding provisions of prior law, and has received a determination letter from the Internal Revenue Service to that effect, which letter has not been modified, limited or revoked, and RRH and each Member of the Obligated Group is exempt from federal income taxes, except for unrelated business income subject to taxation under Section 511 of the Code.

(c) RRH and each Member of the Obligated Group has all requisite legal right, power and authority to (i) execute and deliver the Master Indenture, the Obligation, the Loan Agreement, this Purchase Contract, the Tax Compliance Agreement, the Official Statement and the Continuing Disclosure Agreement, as applicable, and any other agreement, financing document, certificate or instrument to which such entity is a party and which was entered into in connection with the transactions contemplated hereby (collectively, the “Obligated Group Documents”) and to perform its respective obligations thereunder, (ii) consummate the transactions contemplated by the Obligated Group Documents and (iii) own, operate, improve and maintain each of their operating facilities (collectively, the “Facility”).

(d) RRH and each Member of the Obligated Group has duly authorized: (x) the execution and delivery of the Obligated Group Documents to which it is a party, (y) the performance of its obligations under the Obligated Group Documents, and (z) the consummation of the transactions to which it is or is to be a party as contemplated by the Obligated Group Documents. Such authorized acts: (i) do not and will not in any material respect conflict with or constitute on the part of RRH or any Member of the Obligated Group a breach of or default under (A) any agreement or other instrument to which it is a party or by or to which its revenues, properties, assets or operations are bound or subject or (B) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; and (ii) except as contemplated in the Obligated Group Documents, will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Obligated Group’s revenues, properties, assets or operations.

(e) This Purchase Contract does, as of the date hereof, and each of the other Obligated Group Documents, when executed and delivered by RRH or a Member of the Obligated Group, will constitute the legal, valid and binding obligations of RRH or a Member of the Obligated Group, as applicable, enforceable against it in accordance with its terms (subject to any applicable bankruptcy, insolvency, moratorium or similar laws or equitable principles affecting creditors’ rights or remedies generally).

(f) The information contained in the Preliminary Official Statement and the Official Statement (other than under the headings “INTRODUCTORY STATEMENT - The Issuer,” “THE ISSUER,” “LITIGATION - The Issuer,” “TAX MATTERS,” “FINANCIAL ADVISOR,” “UNDERWRITING” and “APPENDIX E – Proposed Form of Opinion of Bond Counsel”) has been duly authorized for inclusion in such documents by all necessary actions on the part of RRH and the Members of the Obligated Group. Other than for the information under the headings “INTRODUCTION – The Issuer,” “THE ISSUER,” “TAX MATTERS,” “LITIGATION - The Issuer,” “UNDERWRITING,” “FINANCIAL ADVISOR” and “APPENDIX E – Proposed Form of Opinion of Bond Counsel,” as of the date hereof the Official

Statement is, and the Preliminary Official Statement as of its date was, true and correct in all material respects and the Official Statement does not, and the Preliminary Official Statement as of its date did not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. RRH and each Member of the Obligated Group hereby ratifies and authorizes the use by the Underwriters of such information (including the use by the Underwriters prior to the date hereof) contained in the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

(g) Neither RRH nor any Member of the Obligated Group will take or omit to take any action that will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture or as described in the Official Statement.

(h) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required on the part of RRH or any Member of the Obligated Group for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by RRH or any Member of the Obligated Group of its respective obligations under the Obligated Group Documents or the consummation of the transactions to which it is or is to be a party as contemplated by the Obligated Group Documents which are required to be obtained by the RRH or the Obligated Group, have been duly obtained and are in full force and effect except for (i) recordings and filings to be done at the time of the Closing, or (ii) such approvals, consents and other actions as may be required under the blue sky or other securities laws of any state or other jurisdiction of the United States in connection with the offering and sale of the Bonds.

(i) Neither RRH nor any Member of the Obligated Group is in breach of or in default under any agreement or other instrument to which it is a party or by or to which it or its revenues, properties, assets or operations are bound or subject or any existing administrative regulation, judgment, order, decree, ruling or other law by or to which it or its revenues, properties, assets or operations are bound or subject, which breach or default is material to the operations of the Obligated Group with respect to transactions contemplated by the Obligated Group Documents; and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute, under any such instrument, such a breach or default material to such transactions.

(j) No action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending, to the best knowledge of RRH or any Member of the Obligated Group, wherein an adverse decision, ruling or finding would have (i) a material adverse effect on (A) the transactions contemplated by the Obligated Group Documents or the Official Statement or (B) the operations (financial or otherwise) of the Obligated Group, or (ii) an adverse effect on the validity or enforceability of the Obligated Group Documents.

(k) Except as specifically set forth in the Official Statement, there are no pledges, liens, charges or encumbrances of any nature whatsoever on any Facility or any portion thereof and neither RRH nor any Member of the Obligated Group has entered into any contract

or arrangement of any kind and there is no existing, pending, threatened or anticipated event or circumstance, that might give rise to any such pledge, lien, charge or encumbrance.

(l) RRH and each Member of the Obligated Group has obtained all permits, licenses, accreditations, certifications, planning commission, and other approvals and other governmental consents constituting a condition precedent to (or the absence of which would materially adversely affect) the issuance and sale of the Bonds and the performance by such entity of its obligations under the Obligated Group Documents. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the Members of the Obligated Group who are subject to the terms of the Rule, have not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under the Rule.

(m) The financial statements of RRH and the Members of the Obligated Group referenced and included in the Preliminary Official Statement and the Official Statement present fairly the financial position of the Obligated Group as of the dates indicated and the results of its operations for the periods specified, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. Since December 31, 2021, there has been no material adverse change in the financial position or results of operations of the Obligated Group nor has any Member of the Obligated Group incurred any material liabilities except as set forth in or contemplated by the Preliminary Official Statement or the Official Statement.

Any certificate signed by an authorized officer of RRH or any Member of the Obligated Group and delivered to the Representative or Underwriters pursuant hereto shall be deemed to be a representation and warranty by RRH and each Member of the Obligated Group as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

7. After the date of this Purchase Contract and for a period not exceeding ninety (90) days after the end of the underwriting period (within the meaning of the Rule), the Issuer and the Obligated Group (including RRH for purposes of this section) will: (a) not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Representative shall object in writing, unless, in the opinion of counsel to the Issuer or counsel to the Obligated Group, such amendment or supplement is required to make the Official Statement not misleading; and (b) if any event relating to or affecting the Issuer or the Obligated Group, including their operations or financial condition, shall occur as a result of which it is necessary, in the opinion of the Representative to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Representative) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The expense of preparing such amendment or supplement shall be borne by the Obligated Group. For the purposes of this

paragraph, the Obligated Group and the Issuer will furnish such information with respect to themselves to the Underwriters as the Representative from time to time may reasonably request.

8. The Underwriters, the Obligated Group (including RRH for purposes of this section) and the Issuer have entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Issuer, RRH and the Obligated Group contained herein and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, accept delivery of, and pay for the Bonds, and the Issuer's obligation to execute and deliver the Bonds, is subject to the performance by the Issuer and the Obligated Group of their respective obligations hereunder to be performed at or prior to the Closing and to the following additional conditions precedent:

(a) At the time of Closing: (i) the representations and warranties of the Issuer, RRH and the Obligated Group contained herein shall be true, complete and correct in all material respects; (ii) the Official Statement shall have been approved, executed and delivered by the Issuer and the Obligated Group; (iii) the Indenture, the Loan Agreement, the Issuer Documents and the Obligated Group Documents shall have been duly executed, acknowledged and delivered, shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Representative; (iv) the proceeds of the sale of the Bonds shall be paid to the Trustee for deposit for use as described in the Official Statement and in the Indenture; and (v) the Issuer shall have held such public hearings, shall have received the written approvals of those public officials and shall have adopted and there shall be in full force and effect such resolutions and approvals as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriters shall have the right to cancel their obligation to purchase the Bonds and to terminate this Purchase Contract by written notice to the Obligated Group and the Issuer if, between the date hereof to and including the Closing Date, in the Representative's sole and reasonable judgment:

(i) the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) An amendment to the Constitution of the United States or the State of New York shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of

Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of New York or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of New York authority, with respect to federal or State of New York taxation upon revenues or other income of the general character to be derived by the Issuer from the Loan Agreement, or by the Obligated Group from its operations, or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer or the Obligated Group, their property or income, the Issuer's securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of New York legislation; or

(B) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence or escalation of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(C) The declaration of a general banking moratorium by federal or New York authorities; or

(D) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(E) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(F) The general suspension of trading on any national securities exchange; or

(G) Legislation enacted, introduced in the Congress of the United States or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the United States Securities and Exchange Commission ("SEC"), or any other

governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the Securities Act of 1933, as amended (the “1933 Act”), or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”); or

(ii) Any change in or particularly affecting the Issuer, the Obligated Group, the Act, the Resolution, the Bond Documents or the revenues pledged pursuant to the Loan Agreement as the foregoing matters are described in the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Bonds; or

(iii) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(iv) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Bond Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Exchange Act or the Trust Indenture Act, each as amended and as then in effect; or

(v) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Resolution, the Bond Documents or the existence or powers of the Issuer or the Institution with respect to their obligations under the Bond Documents; or

(vi) A reduction or withdrawal in any ratings assigned to the Bonds, or any official publication as to a possible downgrading (such as being placed on “credit watch”, “negative outlook” or any similar qualification), or, as of the Closing, the failure by S&P Global Ratings (“S&P”) to assign the long-term ratings described in the Official Statement to the Bonds.

(vii) Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the

Issuer refuses to permit the Official Statement to be supplemented, to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds.

(c) At or prior to the Closing, the Representative and the Issuer shall receive the following:

(i) (A) The opinion of Harris Beach PLLC, Bond Counsel, addressed to the Issuer, in substantially the form set forth in Appendix E of the Official Statement, and a reliance letter addressed to the Trustee and the Underwriters, dated the date of Closing;

(B) To the extent not provided in the approving opinion described in paragraph 8(c)(i)(A) above, a supplemental opinion of Bond Counsel dated the date of Closing, addressed to the Representative to the effect that:

(1) No registration of the Bonds with the SEC under the Securities Act need be made, and the Indenture is not required to be qualified under the Trust Indenture Act in connection with the offering and sale of the Bonds;

(2) the information contained in the Preliminary Official Statement and the Official Statement (other than financial and statistical data contained therein, as to which no opinion is expressed) under the headings “INTRODUCTORY STATEMENT – The Issuer, Plan of Finance and Payment and Security for the Bonds,” “THE ISSUER,” “THE BONDS, (other than the fifth paragraph under the subheading “General,” “Book-Entry-Only System,” and “Delivery of Certificates, Registered Owners,” as to which no opinion is expressed) the “PAYMENT AND SECURITY PROVISIONS RELATING TO THE BONDS – Indenture, Loan Agreement and the Series 2022 Obligation,” and “TAX MATTERS,” and APPENDICES C and E in each case insofar as it purports to summarize the provisions of documents referred therein, are true and correct in all material respects. Nothing has come to Bond Counsel’s attention which would lead Bond Counsel to believe that the information in the Preliminary Official Statement and the Official Statement contained therein under such headings (other than the information with respect to the Obligated Group, the Obligated Group, the Master Indenture, the Obligation, the debt service requirements of the Obligated Group and The Depository Trust Company, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(ii) The opinion of Harris Beach PLLC, counsel to the Issuer, addressed to the Issuer, the Trustee, Bond Counsel and the Underwriters, dated the date of Closing, and in form and substance satisfactory to the Representative and Bond Counsel.

(iii) A certificate of the Issuer dated the date of Closing to the effect that:

(A) the representations of the Issuer contained in this Purchase Contract are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing;

(B) the Issuer has complied with all the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;

(C) the copies of this Purchase Contract, the Loan Agreement, the Indenture and the other Issuer Documents delivered as described in such certificate are true, correct and complete copies of such documents and the same have not been modified, amended, superseded or rescinded and remain in full force and effect as of the date of Closing;

(D) the Bonds have been duly authorized, executed and delivered by the Issuer;

(E) this Purchase Contract, the Loan Agreement, the Official Statement, the Indenture and the other Issuer Documents and any and all other agreements and documents required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement have each been duly authorized, executed and delivered by the Issuer, and as of the date of the Closing each is in full force and effect and constitutes a legal, valid and binding agreement of the Issuer, enforceable in accordance with its terms (subject to any applicable bankruptcy, insolvency, moratorium or other similar laws or equitable principles affecting creditors' rights or remedies generally);

(F) without independent investigation or inquiry, to the best of the Issuer's knowledge, no action, suit, proceeding, inquiry or investigation is pending or threatened to restrain or enjoin the issuance or sale of the Bonds or affecting the collection or pledge of the revenues pledged under the Indenture by the Issuer or in any way contesting the validity or affecting the authority for the issuance of the Bonds, the authorization, execution or compliance with this Purchase Contract, the Loan Agreement, the Indenture or the other Issuer Documents, or the existence or powers of the Issuer;

(G) no authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons) is required for the valid, as applicable, adoption, authorization, execution and delivery of this Purchase Contract, the Bonds, the Loan Agreement, the Indenture, the Official Statement, the Issuer Documents or any other agreement or instrument to which the Issuer is a party and which is used in the consummation of the transactions contemplated by this Purchase Contract;

(H) the authorization, execution and delivery of this Purchase Contract, the Bonds, the Official Statement, the Indenture, the Loan Agreement, the Issuer

Documents and any other agreement or instrument to which the Issuer is a party and which is used in the consummation of the transactions contemplated by this Purchase Contract and the fulfillment of the terms and provisions of said agreements and instruments by the Issuer will not, to the best of the Issuer's knowledge after reasonable inquiry: (1) conflict with, violate or result in a breach of any law or any administrative regulation or decree applicable to the Issuer; or (2) conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or by which it is bound, or any order, rule or regulation applicable to the Issuer of any court or other governmental body; and (3) the information in the Preliminary Official Statement and the Official Statement under the headings "INTRODUCTORY STATEMENT – The Issuer," "THE ISSUER" and "LITIGATION – The Issuer" (insofar as it pertains to the Issuer) does not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(iv) The opinion of Hawkins Delafield & Wood LLP, counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters in form and substance satisfactory to the Representative;

(v) The opinion of Hodgson Russ LLP, counsel to the Obligated Group, dated the date of Closing and addressed to the Issuer, RRH and the Underwriters in a form and substance acceptable to Bond Counsel and the Representative;

(vi) A certificate, dated the date of Closing, executed by an authorized officer of RRH and each Member of the Obligated Group which states that:

(A) the representations and warranties of RRH and the Obligated Group in this Purchase Contract are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing;

(B) there are not pending or, to such officer's knowledge, after due investigation and inquiry, threatened any legal or administrative proceedings to which RRH or any Member of the Obligated Group is a party or to which property of RRH or any Member of the Obligated Group is subject, which are material as to RRH or any Member of the Obligated Group and which are not disclosed in the Official Statement or which if decided adversely to RRH or any Member of the Obligated Group could: (1) materially and adversely affect the transactions contemplated hereby or by the Official Statement; or (2) materially and adversely affect the validity or enforceability of the Loan Agreement, this Purchase Contract or the Obligated Group Documents; or (3) materially and adversely affect the properties, operations or financial condition of RRH or any Member of the Obligated Group; or (4) in any way contest the corporate existence, tax-exempt status or powers of RRH or any Member of the Obligated Group;

(C) the information contained in the Preliminary Official Statement and the Official Statement is true and correct in all material respects and based upon the participation of RRH and the Members of the Obligated Group in the preparation of the Preliminary Official Statement and the Official Statement and without having undertaken to verify the accuracy or completeness of the Preliminary Official Statement and the Official Statement (except as noted above), as of the date hereof and as of the Closing, nothing has come to attention of such officer which would lead such officer to believe that the Preliminary Official Statement or the Official Statement (excluding the information set forth under the heading “THE BONDS – Book Entry-Only System,” as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(D) no event has occurred that, with the giving of notice and/or the passage of time, would constitute a material default (including, but not limited to, any event that would permit acceleration) on the part of RRH or any Member of the Obligated Group in any agreement relating to indebtedness of the Obligated Group, or that causes RRH or any Member of the Obligated Group to believe it will default in any material way under any agreement relating to indebtedness of RRH or any Member of the Obligated Group;

(E) the financial statements included in the Official Statement present fairly the financial position of RRH and the Members of the Obligated Group as of the dates indicated and the results of its operations for the periods specified, such financial statements have been prepared in conformity with generally accepted accounting principles in the United States of America in all material respects to the periods involved, except as otherwise stated in the notes thereto and since the date of such financial statements, there has been no material adverse change, or any development involving a prospective material change, in the condition (financial or other), earnings, business or properties of RRH or any Member of the Obligated Group, whether or not arising from transactions in the ordinary course of business, except as set forth or contemplated in the Official Statement; and

(F) there are no liens, pledges, charges, encumbrances or security interests in the Gross Receivables prior or equal to the security interest in Gross Receivables granted to the Trustee pursuant to the Master Indenture and the Obligation.

(vii) Executed or certified copies of each of the Financing Documents executed by the parties thereto and signed copies of the Official Statement;

(viii) A copy of the determination letter of the Internal Revenue Service relating to RRH and each Member of the Obligated Group;

(ix) A copy of the certificate of incorporation and by-laws of RRH and each Member of the Obligated Group, and of the resolutions of the Board of Directors thereof authorizing the execution and delivery of the Loan Agreement, this Purchase Contract, the other Obligated Group Documents and all transactions contemplated by the Official Statement and this Purchase Contract;

(x) A copy of the certificate of incorporation of the Issuer, as amended, the By-laws of the Issuer, as amended, and the Resolution of the Issuer and all documents executed in connection therewith, authorizing the Preliminary Official Statement and authorizing the use thereof and authorizing the execution and approval of the Official Statement and all the transactions contemplated by the Official Statement and this Purchase Contract;

(xi) A certificate of the Secretary of State of the State of New York as to the incorporation and good standing of RRH and each Member of the Obligated Group, and their continued authorization to do business in the State of New York;

(xii) Tax certificates of the Issuer and the Obligated Group, attached as exhibits to the Tax Compliance Agreement, pursuant to applicable provisions of the Code and regulations promulgated thereunder, as to reasonable expectations of the Issuer and the Obligated Group as to the use, application and investment of proceeds of the Bonds, in form and substance acceptable to Bond Counsel;

(xiii) A copy of completed Form 8038 to be filed with the Internal Revenue Service;

(xiv) A copy of the consolidated financial statements of RRH and affiliates for the fiscal years ended December 31, 2021 and 2020 together with the report of Freed Maxick, CPAs, P.C. (“Freed”) thereon;

(xv) Specimen Bonds;

(xvi) UCC financing statements with respect to the security interest granted by the Master Indenture, the Indenture and the Pledge and Assignment;

(xvii) A certificate, dated the date of Closing, executed by an authorized officer of the Trustee in a form and substance satisfactory to the Representative, to the effect that: (A) the Trustee is a banking corporation duly organized and validly existing under the laws of the State; (B) the Trustee is lawfully empowered, authorized and duly qualified to serve as Trustee and to perform the provisions of and to accept the trusts contemplated by the Indenture; (C) the authentication and delivery of the Bonds have been duly authorized by the Trustee, and the Bonds have been duly authenticated and delivered by the Trustee; (D) neither the consummation of the transactions on the part of the Trustee contemplated by the Indenture, nor compliance with the terms, conditions or provisions thereof, contravenes any provisions of the Trustee’s articles of association; (E) there is no litigation pending or threatened in any court, either state or federal, calling into question the creation, organization or existence of the Trustee; (F) the duties and obligations of the Trustee, as trustee under the Indenture and as paying agent and

registrar for the Bonds, have been duly accepted; and (G) the execution and delivery of the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation or consent decree to which the Trustee is subject;

(xviii) A certificate, dated the date of Closing, executed by an authorized officer of the Trustee, as to the incumbency and signing authority of the Trustee;

(xix) The opinion of counsel to the Trustee, dated the date of Closing and addressed to the Issuer, the Institution and the Underwriters in a form and substance acceptable to Bond Counsel and the Representative;

(xx) Such opinions and certificates as are required under the Master Indenture relating to the addition of the New Member to the Obligated Group;

(xxi) Copies of the letter from S&P to the Issuer giving the Bonds the rating of “BBB+”, based upon the creditworthiness of the Obligated Group;

(xxii) The following items from Freed, accountants for the Obligated Group:

(A) A letter or letters, addressed to the Issuer and the Representative, to the effect that Freed consents to the inclusion of its report in the financial statements of the Institution for the fiscal years ended December 31, 2021 and 2020, the inclusion of its report in the financial statements for RRH for the fiscal years ended December 31, 2021 and 2020, and to all references to the firm included in the Preliminary Official Statement and the Official Statement;

(B) A letter, dated the date of the Official Statement and addressed to the Representative and the Institution, to the effect that, within five (5) Business Days prior to the date hereof, they have read certain financial and statistical information set forth in the Official Statement and performed certain procedures with respect thereto as and to the extent requested by the Representative;

(C) A letter, dated the day of the Closing and addressed to the Representative and the Institution, to the effect that, with respect to and since the date of the procedures performed and information reported in the letter provided pursuant to Section 8(c)(xxi)(B) hereof, they reaffirm the statements contained in the letter delivered pursuant to Section 8(c)(xxi)(B) hereof as if such statements were made on and as of the date of the Closing;

(xxiii) Copies of the documents and/or certificates required to be delivered pursuant to the Master Indenture, the Indenture and the Loan Agreement; and

(xxiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Bond Counsel may reasonably request to evidence compliance by the Issuer, RRH, the Members of the Obligated Group with this Purchase Contract, legal requirements, and the performance or satisfaction by the Issuer

and the Obligated Group at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer, RRH and the Obligated Group.

The Issuer and the Obligated Group will furnish the Underwriters with such conformed copies of such opinions, certificates, letters and documents as the Representative or Bond Counsel reasonably request. If the Issuer and the Obligated Group shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters, the Obligated Group nor the Issuer shall have any further obligations hereunder, except as provided in Section 10 hereof. However, the Representative may in its discretion waive one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriters and proceed with the Closing.

9. The Underwriters shall be under no obligation to pay, and the Members of the Obligated Group shall pay or direct the Trustee to pay from the proceeds of the Bonds the following expenses which are incident to the performance of the Issuer's obligations: (i) the printing and mailing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; (ii) all expenses in connection with the printing, issuance and delivery of the Bonds; (iii) all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing required by Bond Counsel, of the Indenture, the Loan Agreement, this Purchase Contract and the other Financing Documents and any financing statements or notices with respect thereto; (iv) the Issuer's administrative fees, if any; (v) the fees and disbursements of the Trustee and its counsel; (vi) fees and disbursements of counsel for the Issuer, Bond Counsel, counsel to the Obligated Group and counsel for the Underwriters; (vii) fees and disbursements of Freed; (viii) all expenses in connection with obtaining ratings for the Bonds; and (ix) all other expenses and costs of the Issuer in connection with the authorization, issuance, sale and distribution of the Bonds. The Underwriters shall pay the costs of qualifying the Bonds for sale in various states chosen by the Underwriters, and all advertising expenses in connection with the public offering of the Bonds.

10. The Issuer, RRH and the Members of the Obligated Group agree to cooperate with the Underwriters and their counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Representative may reasonably request, provided that neither the Issuer nor the Institution shall be required to qualify as a foreign corporation in, or submit to the jurisdiction of (whether by general consent to service of process or otherwise), any other state. The Issuer, RRH and the Obligated Group consent to the use of the Official Statement and drafts thereof by the Underwriters in obtaining such qualification. The Issuer, RRH and the Member of the Obligated Group agree to comply with all reasonable requests of the Representative to enable the Underwriters to comply with applicable requirements of the Rule.

11. (a) RRH and the Members of the Obligated Group, jointly and severally, shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and the Issuer, the directors, officers, employees and agents of the Underwriters and the Issuer and each person who controls any of the Underwriters or the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnatee" or an "Issuer Indemnatee", as the context dictates), against any and all losses, claims, damages or liabilities, joint or several, (i) to which any such Underwriter Indemnatee or Issuer Indemnatee may become

subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption “UNDERWRITING,” and (ii) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Institution (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter Indemnitee or Issuer Indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which the Institution may otherwise have to any Underwriter Indemnitee or Issuer Indemnitee.

(b) The Underwriters shall indemnify and hold harmless, to the extent permitted by law, the Obligated Group (including for purposes of this section RRH) and the Issuer, the directors, officers, members, employees and agents thereof and each person who controls any member thereof within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “Obligated Group Indemnitee” or an “Issuer Indemnitee”, as the context dictates), against any and all losses, claims, damages or liabilities, joint or several, to which such Obligated Group Indemnitee or Issuer Indemnitee may become subject under any statute or regulation at law or in equity or otherwise, and shall promptly reimburse any such Obligated Group or Issuer Indemnitee for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in, or the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption “UNDERWRITING.” This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriters may otherwise have to any Obligated Group Indemnitee or Issuer Indemnitee. The liability of the Underwriters’ obligations under this Section 11 shall not exceed the amount of their compensation under this Purchase Contract.

(c) For purposes of subsection (a) or (b) above, an “Indemnified Party” means an Underwriter Indemnitee, an Obligated Group Indemnitee or an Issuer Indemnitee as the context dictates and an “Indemnifying Party” means the Obligated Group Indemnitee or the Underwriters. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so

requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Obligated Group on the one hand and the Underwriters on the other from the offering of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Obligated Group on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by the Obligated Group on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Obligated Group bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Obligated Group or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), the Underwriters shall not have any obligation under this subsection (d) to contribute an amount in excess of the amount of their compensation under this Purchase Contract. No person guilty of fraudulent misrepresentation

(within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

12. Any notice or other communication to be given to the Issuer or the Obligated Group under this Purchase Contract may be given by delivering the same in writing at the addresses set forth above. Any such notice or communication to be given to the Underwriters may be given by delivering the same in writing to the Representative at BofA Securities, Inc., One Bryant Park, 12th Floor, New York, NY 10036, Attention: Robert Junqua, Managing Director.

13. This Purchase Contract shall be governed by the laws of the State.

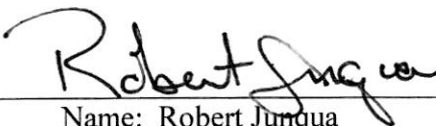
14. This Purchase Contract is made solely for the benefit of the signatories hereto (including their respective successors) and no other person shall acquire or have any right hereunder or by virtue hereof. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding. All representations, warranties and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds or (b) any termination of this Purchase Contract.

15. In the event of a dispute arising under this Purchase Contract, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Purchase Contract.

16. This Purchase Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Very truly yours,

BofA SECURITIES, INC.,
as Representative of the Underwriters

By: 
Name: Robert Junqua
Title: Authorized Signatory

ACCEPTED:

**THE GENESEE COUNTY FUNDING
CORPORATION**

By: _____
Name: Thomas Turnbull
Title: Authorized Officer

16. This Purchase Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Very truly yours,

BofA SECURITIES, INC.,
as Representative of the Underwriters

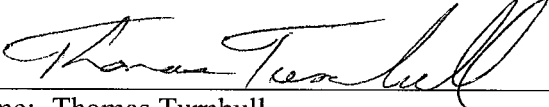
By: _____

Name: Robert Junqua
Title: Authorized Signatory

ACCEPTED:

**THE GENESEE COUNTY FUNDING
CORPORATION**

By: _____


Name: Thomas Turnbull
Title: Authorized Officer

ROCHESTER REGIONAL HEALTH

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

ROCHESTER GENERAL HOSPITAL

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

UNITED MEMORIAL MEDICAL CENTER

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

NEWARK WAYNE COMMUNITY HOSPITAL

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

THE UNITY HOSPITAL OF ROCHESTER

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

CLIFTON SPRINGS SANITARIUM COMPANY

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

CANTON-POTSDAM HOSPITAL

By: 
Name: Thomas Crilly
Title: Chief Financial Officer

EXHIBIT A

**THE GENESEE COUNTY FUNDING CORPORATION
TAX-EXEMPT REVENUE BONDS (ROCHESTER REGIONAL HEALTH PROJECT),
SERIES 2022A**

<u>Maturity (December 1)</u>	<u>Amount</u>	<u>Rate</u>	<u>Price</u>
2022	\$1,455,000	5.00%	101.263
2023	1,815,000	5.00	103.010
2024	1,960,000	5.00	104.152
2025	2,090,000	5.00	105.173
2026	2,215,000	5.00	106.044
2027	1,935,000	5.00	106.624
2028	1,490,000	5.00	106.841
2029	1,550,000	5.00	106.864
2030	1,625,000	5.00	107.106
2031	1,690,000	5.00	107.134
2032	1,760,000	5.00	107.113
2033	1,840,000	5.00	106.497*
2034	1,920,000	5.00	106.060*
2035	1,940,000	5.00	105.798*
2036	1,980,000	5.00	105.624*
2037	1,895,000	5.00	105.364*
2038	1,985,000	5.00	105.191*
2039	2,070,000	5.00	105.019*
2040	2,170,000	5.00	104.933*
2041	675,000	5.00	104.846*

\$93,035,000 5.25% Term Bond Due December 1, 2052, Price 106.070%*

* Priced to December 1, 2032 call date.

Optional Redemption of the Bonds During the Initial Fixed Rate Period or Mandatory Tender of the Bonds. During the Initial Fixed Rate Period, the Bonds maturing after December 1, 2032 are subject to redemption by the Issuer at the option of the Obligated Group Representative on or after December 1, 2032, in whole or in part at any time, at a Redemption Price equal to 100% of the principal amount of the Bonds or portions thereof to be redeemed, plus accrued interest, if any, to the Redemption Date. The Trustee shall call the Bonds for redemption, in accordance with the Indenture, upon receipt of notice from the Issuer, or the Obligated Group Representative on behalf of the Issuer, directing such redemption, which notice shall be sent to the Trustee not less than twenty (20) nor more than sixty (60) days prior to the Redemption Date or such fewer number of days as shall be acceptable to the Trustee and shall specify (i) the principal amount of Bonds so to be called for redemption and (ii) the Redemption Price.

Upon the written request of the Obligated Group Representative, the Issuer may cause a mandatory tender of Bonds in the Fixed Rate Mode, including during the Initial Fixed Rate Period, on any date on which the Bonds would otherwise be subject to optional redemption at par, which date shall be specified by the Obligated Group Representative's written request and shall be the Tender Date, and such Bonds shall thereupon be subject to mandatory tender at a purchase price of par plus accrued interest to the mandatory tender date. If notice of mandatory tender has been given and funds prove insufficient, the Bonds will not be purchased and shall continue in the Fixed Rate Mode, without change in interest rate, Maturity Date or other terms, and such failed Conversion shall not constitute an Event of Default.

All capitalized terms used but not otherwise defined herein shall have the respective meanings specified in the Trust Indenture and the Loan Agreement.

Mandatory Sinking Fund Redemption of Bonds Without Premium During the Initial Fixed Rate Period.

During the Initial Fixed Rate Period, the Bonds maturing on December 1, 2052 are also subject to redemption prior to their stated maturity (or paid at maturity, as the case may be), in part, by lot, by application of Sinking Fund Installments in the following amounts and on the following dates, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium:

<u>Sinking Fund Redemption Dates</u>	<u>Sinking Fund Redemption Amounts</u>
December 1, 2047	\$13,590,000
December 1, 2048	14,310,000
December 1, 2049	15,055,000
December 1, 2050	15,850,000
December 1, 2051	16,680,000
December 1, 2052*	17,550,000

*Stated maturity.

Optional Redemption from Insurance and Condemnation Proceeds. The Bonds are subject to redemption prior to their respective stated maturities, at the option of the Obligated Group Representative (which option shall be exercised upon Request of the Obligated Group Representative given to the Bond Trustee at least 45 days prior to the date fixed for redemption (or such fewer number of days as is acceptable to the Bond Trustee)) in whole or in part (in such amounts as may be specified by the Obligated Group Representative) on any date, from hazard insurance or condemnation proceeds received with respect to the facilities of any of the Members of the Obligated Group and deposited in the Special Redemption Account of the Redemption Fund, at the applicable Redemption Price without premium.

Purchase in Lieu of Redemption. Unless otherwise provided in the Indenture, whenever Bonds are subject to optional redemption, they may instead be purchased at the direction of the Obligated Group Representative at a purchase price equal to the Redemption Price. All such purchases may be subject to conditions to the Issuer's obligation to purchase such Bonds and shall be subject to the condition that money for the payment of the purchase price therefor is available on the date set for such purchase. Notice of purchase having been given in the manner set forth in the Indenture, if sufficient money to pay the purchase price of such Bonds is held by the Bond Trustee, the purchase price of the Bonds or portions thereof so called for purchase shall be paid upon presentation and surrender of such Bonds to be purchased at the office or offices specified in such notice on the date set for purchase. In the case of Bonds presented by a person other than the Owner, such Bonds shall be presented with a written instrument of transfer, duly executed by the Owner or his duly authorized attorney. No purchased Bond shall be considered to be no longer Outstanding by virtue of its purchase and each such purchased Bond shall be registered in the name or at the direction of the Obligated Group Representative. No Owner may elect to retain a Bond purchased in lieu of redemption.

EXHIBIT B

THE GENESEE COUNTY FUNDING CORPORATION TAX-EXEMPT REVENUE BONDS (ROCHESTER REGIONAL HEALTH PROJECT), SERIES 2022A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the “*Representative*”), on behalf of itself, J.P. Morgan Securities LLC and Cain Brothers, a division of KeyBanc Capital Markets, (together, the “*Underwriting Group*”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “*Bonds*”). Defined terms set forth herein shall have the meanings provided in the Bond Purchase Contract for the Bonds dated May 3, 2022.

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

- (a) *Issuer* means the Genesee County Funding Corporation.
- (b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.
- (c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.
- (d) *Related Party* means an entity that shares with another entity (i) more than fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than fifty percent (50%) common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).
- (e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 3, 2022.

- (f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Institution with respect to certain of the representations set forth in the Tax Compliance Agreement and with respect to compliance with the federal income tax rules affecting the Bonds, and by Harris Beach PLLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the Issuer and the Institution from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC., as Representative

By: _____
Name: Robert Junqua
Title: Authorized Signatory

Dated: May 12, 2022