

**COUNTY OF ROCKLAND  
INDUSTRIAL DEVELOPMENT AGENCY  
and  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

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**SECOND SUPPLEMENTAL INDENTURE OF TRUST**

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Dated as of March 11, 2024

Amending and supplementing that Amended and Restated Indenture of Trust, dated as of April 1, 2007, between the County of Rockland Industrial Development Agency, as issuer of the bonds referred to therein, and Wells Fargo Bank, National Association, as trustee thereunder, as further amended by that First Supplemental Indenture of Trust, dated as of April 1, 2011, relating to:

County of Rockland Industrial Development Agency  
\$18,000,000  
Civic Facility Revenue Bonds  
(Jack H. Skirball Center for Cardiovascular Research Project - 2004 Series)

## SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of March 11, 2024 (the “Second Supplemental Indenture”), between the County of Rockland Industrial Development Agency (the “Agency”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), amends and supplements that Amended and Restated Indenture of Trust, dated as of April 1, 2007 (the “2007 Indenture”), between the Agency and the Trustee, as further amended by that First Supplemental Indenture of Trust, dated as of April 1, 2011 (the “First Supplemental Indenture” and, together with the 2007 Indenture, the “Prior Indenture”), relating to the Agency’s \$18,000,000 Civic Facility Revenue Bonds (Jack H. Skirball Center for Cardiovascular Research Project - 2004 Series) (the “2004 Series Bonds”). Capitalized terms used but not defined in this Second Supplemental Indenture have the meaning set forth in the Prior Indenture.

WHEREAS, Cardiovascular Research Foundation (“CRF” or the “Lessee”) has requested the Agency to amend the Prior Indenture by entering into this Second Supplemental Indenture; and

WHEREAS, Section 11.03 of the Prior Indenture states that the Holders of not less than sixty-six and two-thirds (66-2/3%) in aggregate principal amount of the Bonds then Outstanding shall have the right from time to time, to consent to and approve the entering into by the Agency and the Trustee of any Supplemental Indenture as shall be deemed necessary or desirable by the Agency for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained therein; and

WHEREAS, in connection with the issuance of the 2004 Series Bonds, the Agency and CRF have entered into an Amended and Restated Lease Agreement, dated as of April 1, 2007 (the “2007 Lease Agreement”), as amended by a First Amendment to Lease Agreement, dated as of April 1, 2011 (the “First Amendment to Lease Agreement” and, together with the 2007 Lease Agreement, the “Prior Agreement”), and the Agency, CRF and the Trustee have entered into an Amended and Restated Tax Regulatory Agreement, dated as of April 1, 2007 (the “2007 Tax Regulatory Agreement”), as amended by a First Amendment to Tax Regulatory Agreement, dated as of April 1, 2011 (the “First Amendment to Tax Regulatory Agreement” and, together with the 2007 Tax Regulatory Agreement, the “Prior Tax Regulatory Agreement”); and

WHEREAS, concurrently with the execution and delivery of this Second Supplemental Indenture, the Agency and CRF are entering into a Second Amendment to Amended and Restated Lease Agreement, dated as of January 1, 2024 (the “Second Amendment to Lease Agreement”);

NOW THEREFORE, the Agency and the Trustee, at the request of CRF, hereby agree as follows:

Section 1. Definitions. Except as set forth in this Section, all definitions used herein shall have the meaning set forth in the Prior Indenture.

A. The following definition set forth in Appendix A of the Prior Indenture is amended and restated in its entirety to read as follows:

“Debt Service Reserve Requirement” shall mean, as of any particular date of computation, an amount (which amount may take the form of cash, Qualified Investments or any combination thereof) equal to \$1,040,469.01 in the Bond-Funded Reserve Account and \$600,000.00 in the Equity-Funded Reserve Account.”

Section 2. Funds to be Released from the Equity-Funded Reserve Account. Concurrently with the execution and delivery of this Second Supplemental Indenture (the “Closing Date”), or promptly thereafter, all amounts in the Equity-Funded Reserve Account in excess of \$600,000.00 shall be transferred by the Trustee to any bank account as directed by CRF. The remaining balance of \$600,000.00 shall be retained in the Equity-Funded Reserve Account to be applied in accordance with the Indenture.

Section 3. Notice Information For The Trustee. Notice information for all purposes of the Indenture and the Agreement with respect to notices to be delivered to the Trustee is updated as follows:

Computershare Trust Company, National Association  
CTO Mail Operations  
1505 Energy Park Drive  
St. Paul, MN 55108  
Attn: Ron Kruppa

and continues to be subject to further change by noticed delivered by the Trustee to the Agency and the Lessee.

Section 4. Effective Date; Counterparts. This Second Supplemental Indenture shall become effective on January \_\_, 2024. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Date for Reference Purposes Only. The date of this Second Supplemental Indenture shall be for reference purposes only and shall not be construed to imply that this Indenture was executed on the date first above written.

Section 6. Authorization Under Prior Indenture. By execution of this Second Supplemental Indenture, the Trustee hereby acknowledges consent to the amendments made hereby and that such amendments are authorized pursuant to Section 11.03 of the Prior Indenture. The Trustee has received of the consent of the holder(s) of 100% of the 2004 Series Bonds outstanding to this Second Supplemental Indenture.

Section 7. Effective Date; Counterparts. The amendments made by this Second Supplemental Indenture shall become effective upon its delivery. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

IN WITNESS WHEREOF, the County of Rockland Industrial Development Agency and Computershare Trust Company, N.A., have each caused these presents to be executed in its name and behalf by its duly sworn authorized representative.

**COUNTY OF ROCKLAND INDUSTRIAL  
DEVELOPMENT AGENCY**

By: 

Name: Steven Porath

Title: Executive Director

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: Computershare Trust Company, National  
Association, as agent and attorney in fact

By: \_\_\_\_\_

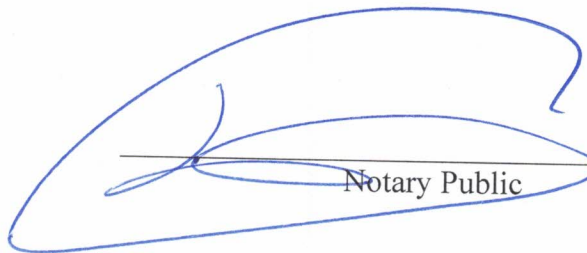
Name: Ron Kruppa

Title: Authorized Officer

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF ROCKLAND )

On the 8<sup>th</sup> day of March, in the year 2024, before me, the undersigned, a Notary Public in and from said State, personally appeared Steven Porath, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



  
Notary Public

STATE OF MINNESOTA            )  
  : ss.:  
COUNTY OF RAMSEY            )

On the \_\_\_\_\_ day of March, in the year 2024, before me, the undersigned, a Notary Public in and from said State, personally appeared Ron Kruppa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, Computershare Trust Company, National Association, as agent and attorney in fact for Wells Fargo Bank, National Association, executed the instrument.

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Notary Public