



**New Third Party Custodian Agreement**

This New Third Party Custodian Agreement (the "Agreement") is entered into this \_\_ day of \_\_\_\_\_, 2023\_ (the "Agreement Effective Date"), by and among Manufacturers and Traders Trust Company ("Bank"), the Depositor listed on the signature page hereof, the "Depositor", and Wilmington Trust, National Association ("Custodian").

**WHEREAS**, Bank and Depositor are parties to a certain Third Party Custodian Agreement (as amended) with The Bank of New York Mellon as the third contracting party, acting as Custodian thereunder (the "Existing Custodian"), a true and correct copy of which is attached as Exhibit A hereto (the "Existing Tri-Party Agreement"); and

**WHEREAS**, Bank, Depositor, and Custodian have agreed that, with respect to any assets identified by Depositor and Bank to Custodian as assets over which Depositor and Bank would like for Custodian to serve as such, and which are acceptable to Custodian, any and all such assets shall be held under and pursuant to the terms of a new agreement, to be formed between Depositor, the Bank, and Custodian, on precisely the same terms as the Existing Tri-Party Agreement, but for the wholesale replacement of the Existing Custodian with the Custodian as the "Custodian" thereunder (as more fully defined hereinafter and referred to as the "New Tri-Party Agreement").

**NOW THEREFORE**, intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Formation of New Tri-Party Agreement. The parties hereby agree that, effective on and as of the Agreement Effective Date, the New Tri-Party Agreement is hereby formed, on precisely the same terms as the Existing Tri-Party Agreement, with the following changes:
  - a. Replacement of Custodian. Any and all references to "Custodian" under the New Tri-Party Agreement shall be to the Custodian hereunder, and NOT to the Existing Custodian.
  - b. Notices. Notices to Custodian under the provisions of Section 7 of the Existing Tri-Party Agreement shall be sent instead, under the New Tri-Party Agreement, to the addresses listed on the signature page hereto, in the case of Custodian, with a copy to:

Wilmington Trust, National Association  
Legal Support – ICS

\_\_\_\_\_  
\_\_\_\_\_



- c. Assets. Assets held in custody under the terms of the New Tri-Party Agreement shall be as identified by Depositor and Bank to Custodian, from time to time, as assets over which Depositor would like for Custodian to serve as such, and which are acceptable to Custodian.

(as so modified in (a), (b), and (c), the "New Tri-Party Agreement").

2. Defined Terms. Terms used as defined terms in this Agreement but which are not otherwise defined herein, shall have the meanings ascribed thereto in the New Tri-Party Agreement.
3. Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Depositor and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**[SIGNATURES ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

Village of Endicott

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

Name & Title: Anthony Bates, Clerk/Treasurer

Address: 1009 East Main Street

Endicott, NY 13760

Phone: 607.757.5337

Email: [abates@endicottny.com](mailto:abates@endicottny.com)

Manufacturers and Traders Trust Company

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

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Wilmington Trust, National Association

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

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



Exhibit A

[See Attached]