

**AMENDMENT AGREEMENT TO CREDIT ADMINISTRATION SERVICES  
FEE LETTER**

This AMENDMENT (“Amendment”), effective as of January 8, 2021, modifies the FEE LETTER dated June 14, 2020 (as amended, restated, modified or supplemented from time to time, the “Fee Letter”) among MS Facilities LLC, a Delaware limited liability company (the “Company” or the “LLC”), Federal Reserve Bank of Boston (the “FRBB”), as managing member of the LLC (in such capacity, the “Managing Member”) and Guidehouse Inc. (“Guidehouse”), a Delaware corporation, in its capacity as credit administrator (in such capacity, together with its successors in such capacity, the “Credit Administrator”). In the event of a conflict between any term of the Fee Letter and this Amendment, the terms of this Amendment shall prevail. Words and phrases not specifically defined herein shall have the same meaning as in the Fee Letter.

W I T N E S S E T H:

WHEREAS, the LLC, Managing Member and Credit Administrator having previously entered into the Fee Letter, wish to amend certain provisions of the Fee Letter to extend Phase 2 of the Fee Letter to January 22, 2021 to provide for retention of certain technology development resources after the end of the Loan Intake period;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE I**

**AMENDMENTS**

SECTION 1.1 Amendment of the Fee Letter. With the effect from the date hereof, the Fee Letter is amended as follows:

(a) The fourth paragraph of Section I of the Fee Letter is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

For the period from Effective Date of Agreement through **January 22, 2021** ~~September 30, 2020 (i.e., the end of Loan Intake under the terms of the Main Street Lending Program or if the Loan Intake date is extended by the LLC, then through such extended date)~~ (“Phase 2”) fees and costs related to implementation (including launch, development and delivery of program Services e.g., registration, Loan Intake) shall be as follows:

(b) The sixth paragraph of Section I of the Fee Letter is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

For Phase 3, the period of ongoing operations (including valuation Services) of the MSLP (e.g., commencing on **the completion date of Phase 2** ~~October 1, 2020~~ ~~or if the Loan Intake date is extended by the LLC, then commencing as of the first day after the end of such Loan Intake date~~), fees shall be calculated as the total of:

## ARTICLE II

### MISCELLANEOUS

SECTION 2.1 Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 2.2. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. Any counterpart may be executed by facsimile or other electronic transmission, and such facsimile or other electronic transmission shall be deemed an original.

SECTION 2.3. Entire Agreement. The only amendments being made to the Fee Letter are those that are set forth in this Amendment; no other amendments are being made. This Amendment constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties hereto with respect to the subject matter of this Amendment. Neither this Amendment nor any provision hereof is intended to confer upon any person other than the parties hereto and the other parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the day and year first above written.

GUIDEHOUSE INC.  
as the Credit Administrator

By:\_\_\_\_  
Name:  
Title:

MS FACILITIES LLC

By: FEDERAL RESERVE BANK OF BOSTON,  
as its Managing Member

By:\_\_\_\_  
Name: \_\_\_\_\_  
Title:

FEDERAL RESERVE BANK OF BOSTON,  
as the Managing Member

By:\_\_\_\_  
Name: \_\_\_\_\_  
Title: