

AMENDED AND RESTATED CREDIT ADMINISTRATION SERVICES AGREEMENT (this “Agreement”), dated as of June 1, 2024 (“Effective Date”), among MS FACILITIES 2020 LLC, a Delaware limited liability company (the “Company” or the “LLC”), the FEDERAL RESERVE BANK OF BOSTON (“FRBB”), as managing member of the LLC (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”).

W I T N E S S E T H :

WHEREAS, the LLC entered into (i) that certain Credit Agreement, dated as of May 29, 2020 (the “Credit Agreement”), between the LLC, as Borrower, and FRBB, as Lender, (ii) that certain Security Agreement, dated as of May 29, 2020 (the “Security Agreement”) between the LLC, as Borrower, and FRBB, as Secured Party, and (iii) each of the Custodian Agreement and Administration Agreement, each dated as of June 1, 2020 (the “Custodian Agreement” and “Administration Agreement”), pursuant to which State Street Bank (“State Street”) has acted as custodian with respect to LLC’s property (State Street in such capacity, the “Custodian”) and administrator with respect to certain reports provided from time to time under the Credit Agreement (State Street in such capacity the “Administrator”);

WHEREAS, MS Facilities 2020 LLC, formerly known as MS Facilities LLC, has entered into Master Participation Agreements from time to time with originating eligible lenders (“Eligible Lenders”) under which the Company acquired eligible participation interests through the Main Street New Loan Facility (“MSNLF”), the Main Street Priority Loan Facility (“MSPLF”) the Main Street Expanded Loan Facility (the “MSELF”), the Nonprofit Organization New Loan Facility (the “NONLF”) and the Nonprofit Organization Expanded Loan Facility (the “NOELF” and the MSNLF, MSPLF, MSELF, NONLF, and NOELF together, the “Main Street Facilities”);

WHEREAS, the Managing Member and the Credit Administrator entered into the Credit Administration Services Agreement effective as of June 14, 2020, as amended, with respect to the loan participation purchasing and administration and other activities from time to time by the Company in connection with the Main Street Facilities;

WHEREAS, the Managing Member and the Credit Administrator are entering into this Amended and Restated Credit Administrator Services Agreement to mitigate the effects of a Regulatory Event and remove PricewaterhouseCoopers LLP and its affiliates (“PwC”) as a Subcontractor in connection with the provision of Services in relation to the Main Street Facilities hereunder; and,

WHEREAS, the Credit Administrator is willing to furnish Services, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. DEFINITIONS.

1.1. Credit Agreement Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement, as applicable, and used herein (including terms used in the preamble and the recitals hereto) shall have the meanings given to them in the Credit Agreement or in the Security Agreement, as applicable.

1.2. Additional Definitions

“Authorized User” means any of the Company, the Managing Member, the Eligible

Lenders, Custodian, Administrator, other Federal Reserve Entities, the U.S. Department of the Treasury, or any other Governmental Body or other third party which accesses Company Data in connection with the provision of the Services hereunder, and, in each case of the foregoing, including (i) its subsidiaries, (ii) its officers, directors, agents and employees, solely acting in such capacity and (iii) third party professional advisors (including, without limitation, their respective accountants, auditors, attorneys, financial and other advisors) which are acting solely for such entity's benefit and on such entity's behalf in connection with the MSLP and any related purposes, policies or requirements applicable to such entity.

“Board” means the Board of Governors of the Federal Reserve Bank System. “CARES

Act” means the Coronavirus Aid, Relief, and Economic Security Act of 2020.

“Company Data” means any information or data provided by or on behalf of an Authorized User to Credit Administrator or its Subcontractors in connection with the Services, and any information or data developed or generated in connection with the Services, other than Credit Administrator Materials.

“Credit Administrator Fee Letter” means the fee letter dated on or about the date hereof between the Company and the Credit Administrator.

“Deliverables” means the reports, data compilations, files, summaries, recommendations and other materials delivered by the Credit Administrator to the Company and/or the Managing Member in the performance of Services hereunder, other than Credit Administrator Materials.

“Federal Reserve Entities” means the Board and the Federal Reserve Banks.

“Governmental Authorization” any consent, license, qualification, certificate, franchise, confirmation, registration, clearance, order or permit issued, granted, given or otherwise made available by or under the authority of, or any required notification to, any Governmental Body.

“Governmental Body” means any international, federal, state, local, municipal, foreign or other governmental or quasi-governmental authority or self-regulatory organization of any nature of competent authority (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers) or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, enforcement, regulatory or taxing authority or power.

“Intellectual Property” means any or all of the following: (a) patents and applications therefor; (b) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, and documentation relating to any of the foregoing; (c) copyrights, mask works and registrations and applications relating to any of the foregoing, and other rights corresponding thereto; (d) computer software, including source code, object code, firmware, development tools and files; (e) industrial designs and any registrations and applications therefor; (f) trademarks; and (g) databases and data collections and rights therein.

“Key Personnel” means, in relation to any Service, personnel specifically identified in Schedule A1 or a related Service Annex as key personnel for such Service.

“Legal Requirement” means any laws, statutes, treaties, rules, regulations, ordinances, judgments, decrees, principles of common law, codes, orders and other pronouncements having the effect

of law of any Governmental Body, including all Governmental Authorizations, in each case as in effect from time to time during the term hereof.

“MSLP” or “Main Street Lending Program” means the purchase and financing program contemplated by the Main Street Facilities collectively.

“Responsible Officer” means (i) with respect to the Company, the Managing Member and any other person authorized to act on behalf of the Borrower pursuant to the LLC Agreement, (ii) with respect to the Managing Member, any officer authorized to act on behalf of the Managing Member with respect to the transactions and agreements contemplated by this Agreement, (iii) with respect to the Credit Administrator, any partner of the Credit Administrator with direct responsibility for the Services contemplated by this Agreement and the other Operative Documents and the Collateral and (iv) with respect to any other person, its Chairman of the Board, its Chief Executive Officer, its President, any Executive Vice President, Senior Vice President, the Chief Financial Officer, any Vice President, the Treasurer or any other employee (A) that has the power to take or delegate the taking of the action in question and has been so authorized, directly or indirectly, by the board of directors or other governing body of such person, (B) working under the direct supervision or the delegated authority of any such Chairman of the Board, Chief Executive Officer, President, Executive Vice President, Senior Vice President, Chief Financial Officer, Vice President or Treasurer or (C) whose responsibilities include the administration of the transactions and agreements contemplated by this Agreement and the Operative Documents and the Collateral.

“Service Coordinator” means any Responsible Officer designated as such by the Managing Member in writing to the Credit Administrator, as such designation may be updated from time to time.

“Service Level Agreement” means each of (i) with respect to all relevant Services hereunder, the General Service Level Agreements attached as Schedule A2 and (ii) with respect to any particular Service, any agreement specified as a Service Level Agreement in the relevant Service Annex or otherwise specified as the level of frequency, volume, system capabilities and similar matters for that particular Service.

“U.S. Treasury” means the United States Department of the Treasury.

1.3 Other Definitional Provisions.

(a) As used herein, and any certificate or other document made or delivered pursuant hereto or thereto, (1) accounting terms shall have the respective meanings given to them under GAAP, (2) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (3) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (4) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (5) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time, or any successor or replacement agreement which may be entered into from time to time.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(d) All references to times herein shall be to Eastern Standard Time.

(e) All actions by the Managing Member under this Agreement will be on behalf of the LLC unless specified to be actions on behalf of the FRBB in another capacity.

Section 2. DUTIES AND SERVICES OF THE CREDIT ADMINISTRATOR.

2.1. General Duties and Services of the Credit Administrators.

(a) The Credit Administrator shall perform each set of services (each a “Service”) described in an annex contained under Schedule A1 hereto (a “Service Annex”), which Service Annex may be updated or amended from time to time by mutual written agreement of the parties. The provision of such Services shall be subject to the terms and conditions of this Agreement. The Credit Administrator shall provide such office facilities and the personnel reasonably required to perform the Services contemplated herein in accordance with the Service Standard defined below.

(b) Additional Services may be requested by written amendment to this Agreement, or by a written change order signed by the Company and the Credit Administrator which references this Section 2.1(b), and will be subject to additional terms and conditions as set forth therein. Following any agreement and agreement upon any associated pricing changes, the Company and the Credit Administrator shall add a new Service Annex or update the relevant Service Annex accordingly.

(c) If the Credit Administrator wishes to change the format or details of the Services it provides in any material respect, the Credit Administrator will either (A) reasonably demonstrate that there would be no change to the relevant Service Level Agreement or Service Standard or (B) obtain the consent of the Company to the change prior to implementation (which consent shall not be unreasonably withheld), and in each case (1) will engage with the Company and Managing Member to test that there is no disruption to the Services and (2) will provide appropriate documentation relating to such change. Company acknowledges that the Credit Administrator Materials may in their normal course undergo technical upgrades and changes outside the control of the Credit Administrator; provided that the Credit Administrator shall be responsible for exercising such rights and remedies as may be available to it in the context of such third party products, and to take such other commercially reasonable measures as may be available to it, to ensure that any such upgrades and changes do not adversely affect or disrupt the Services provided hereunder.

(d) The Credit Administrator shall use commercially reasonable efforts to render each Service in accordance with the timetable, delivery schedules and/or milestones as may be set out in the relevant Service Annex. The Credit Administrator shall notify the Company promptly of any anticipated delivery of a Service that will extend materially beyond the timetable set forth in the relevant Service Annex.

(e) The Company and the Managing Member are responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of whether the Services are consistent with the terms and conditions of this Agreement and the applicable Services Annex. The

Company and the Managing Member also are responsible for the results achieved from using the Services. It is the Company and the Managing Member's responsibility to establish and maintain its own internal controls.

(f) Services will be provided by employees and any approved Subcontractors located in the United States. Without limiting the generality of the foregoing, development of Credit Administrator Materials may occur outside of the United States provided that, such activities are otherwise conducted in accordance with the terms of the Agreement.

2.2. Service Standard.

(a) The Credit Administrator will perform the Services (1) with a level of technical skill, care, diligence (x) meeting the generally recognized standards of the Credit Administrator's profession, such as the AICPA's Standards for Consulting Services where applicable and (y) at least equal to (i) the prevailing industry standard among providers of similar services and (ii) the standards applied by the Credit Administrator in providing comparable services to other persons and, (2) in accordance with (x) the Service Level Agreements set forth in the Service Annexes, including Schedule A2, as those requirements may be amended, modified, reduced, or added in accordance with the terms hereof and (y) all other requirements of the relevant Service Annex(es) and other material requirements of this Agreement (collectively, the "Service Standard").

(b) The Credit Administrator will not be required to provide the Company or the Managing Member with legal advice or make any representations regarding questions of legal interpretation in connection with any Services.

2.3. Personnel. In addition to any Key Personnel, the Credit Administrator shall provide and make available to the Company and the Managing Member such personnel as are reasonably necessary to perform the Services in accordance with the Service Standard. The Credit Administrator shall assign only qualified, experienced personnel to perform the Services. All engagement team members of the Credit Administrator providing Services shall comply with the Managing Member's rules, policies and procedures provided to the Credit Administrator in writing, including security procedures, which may include background screenings, fingerprinting and drug testing of Credit Administrator employees and agents providing Services, as mutually agreed by the parties in connection with this Agreement. For certain types of work, as determined by the Managing Member in its sole discretion, the Managing Member may request a criminal background check to determine whether any Credit Administrator employee has a criminal record, and/or a consumer report, as defined by the Fair Credit Reporting Act (15 U.S.C. §§.1681, et seq.), a national social security search, work authorization, FBI fingerprinting, Patriot Act/OFAC watch list search, and education and employment history verification and other inquiries to be performed by Credit Administrator consistent with applicable law, depending on the sensitivity of information or systems being accessed by Credit Administrator Personnel. The Credit Administrator will provide the Managing Member confirmation that such Credit Administrator employee has met the requirements of such criminal background check. The Company or the Managing Member may reject any personnel who fail to meet the required results of the Managing Member's security screening. The Credit Administrator shall promptly remove from the Company's account and replace (at no additional expense to the Company) any of its employees or agents at the sole, lawful discretion of the Company for Cause. The Company shall have "Cause" to require removal if the Company reasonably believes that an individual has, through any willful or negligent act or omission, caused damage to property or personal injury to employees or guests of the Company or the Managing Member, breached any confidentiality restrictions, or failed to comply with any security requirements or other Company or Managing Member rules or policies applicable to Credit Administrator Personnel. In addition to complying with the Company's request to remove an individual, the Credit Administrator is to promptly identify and assign a qualified replacement. For the avoidance of doubt, nothing set forth in this Section 2.3 shall require Credit Administrator to violate any law, rule or personnel policy governing its

business. The Credit Administrator (or any engagement team member) may decide to opt-out of any background screening requests or protocols required by the Company under this Section 2.3, however, such team member may not, at the Company's sole discretion, be allowed to provide Services to the Company.

Except for reasons beyond the Credit Administrator's reasonable control, including illness, death, or termination of employment without prior notice, the Credit Administrator shall not remove, transfer, or reassign Credit Administrator personnel who are Key Personnel in relation to a particular Service unless it first gives at least thirty (30) calendar days' prior written notice to the Company and Managing Member, where possible, and identifies substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel. If Key Personnel become unavailable without prior notice to the Company or Managing Member for reasons beyond the Credit Administrator's reasonable control, the Credit Administrator shall notify the Company and Managing Member as soon as practicable and identify substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel they are replacing. In either case, the Company shall have the opportunity, at its request, object to the assignment of any individual the Company finds unacceptable for the Services to be performed. The Credit Administrator acknowledges and agrees that the loss of Key Personnel does not excuse the Credit Administrator's performance as described in this Agreement.

2.4. Deliverables Solely for Company and Managing Member. (a) The Credit Administrator will provide the Services and deliver the Deliverables solely for the Company and the Managing Member's use and benefit for the purposes set forth in this Agreement and particularly for the purposes set forth in Section 2.4(b) and pursuant to a client relationship with the Company and the Managing Member, and not for the benefit of any other parties (but without prejudice to (i) the rights granted to Authorized Users and sublicense rights under Section 2.5 or (ii) the rights of the Company and the Managing Member also to use such Services and Deliverables for the benefit of the Federal Reserve Entities and U.S. Treasury). The Credit Administrator owes no contractual obligations or duty of care to any party other than the Company and the Managing Member and solely with respect to the Credit Administrator's obligations under this Agreement. Subject to the Service Standard, any spreadsheets, electronic materials or software tools that the Credit Administrator provides to the Company and the Managing Member are for the Company and the Managing Member's convenience and are provided as is. The Credit Administrator will not be responsible for results obtained by anyone other than the Credit Administrator from the use of those items. (b) Notwithstanding the foregoing, (1) the Company and the Managing Member may share Deliverables and other information about the Services provided to it in connection with the MSLP and any related purposes, policies or requirements applicable to the Managing Member, the other Federal Reserve Entities or the U.S. Treasury: (a) its officers, directors and employees, solely acting in such capacity, who have a need to know for the Company and the Managing Member's benefit, (b) the Administrator and the Custodian, other Federal Reserve Entities and the U.S. Treasury, and (c) third party professional advisors (including, without limitation, their respective accountants, auditors, attorneys, financial and other advisors) which are acting solely for Company and the Managing Member's benefit and on Company or the Managing Member's behalf (or for the benefit and on behalf other Federal Reserve Entities or U.S. Treasury, as applicable) and which have a need to know such information in order to provide advice or services to the Company or Managing Member (or other Federal Reserve Entities or U.S. Treasury as applicable). In addition, the Credit Administrator acknowledges and agrees that Deliverables may be incorporated in or required to be included in any reporting or disclosure required to be produced from time to time in connection with the Main Street Facilities pursuant the CARES Act or any reporting, disclosure or audit provisions or requirements that may be applicable to the Company, the Federal Reserve Entities or the U.S. Treasury.

2.5. Intellectual Property

(a) If the receipt of the Services hereunder requires the use by the Company, the Managing Member or the Authorized Users of the Intellectual Property of the Credit Administrator

or its Subcontractors (which use is not otherwise authorized by Section 2.5(e)), then the Credit Administrator, as applicable, hereby grants the Company and the Managing Member, as applicable, the limited, royalty-free, non-exclusive, sublicensable (solely to Authorized Users in connection with the Services and to the extent not otherwise authorized by Section 2.5(e)), non-transferable and royalty-free right to use such Intellectual Property for the sole purpose of, and only to the extent and duration necessary for, the receipt of the Services, pursuant to the terms and conditions of this Agreement. Without limitation of the foregoing, the Credit Administrator hereby grants the Company and the Managing Member an irrevocable, perpetual, non-transferable, sublicensable, royalty-free, non-exclusive, perpetual license to use any Credit Administrator Materials embedded in, or otherwise necessary for the exploitation of, any Deliverable but solely in connection with such Deliverable.

(b) If the Deliverables provided hereunder include materials, software or works developed by the Credit Administrator especially for the Company or the Managing Member, in each case as (i) specified as “Custom Works” in the applicable Service Annex or (ii) as identified in writing as “Custom Works” by mutual agreement of the Credit Administrator and Managing Member, including but not limited to copyrightable, patentable, or otherwise legally protectable Intellectual Property or data (excluding Credit Administrator Materials, as defined below) (“Custom Works”), then the Credit Administrator agrees that all such Custom Works shall be the sole property of the Company, and Credit Administrator hereby assigns, and promises to take all reasonably necessary steps to effect and perfect the assignment, to the Company of, all worldwide rights that the Credit Administrator may have in all such Custom Works. The Company and the Managing Member will exclusively own the Custom Works, including the exclusive and unlimited right to forever make, have made, use, reconstruct, modify, reproduce, publish, display, distribute, license and sell the Custom Works in whole or in part. The parties agree that, for purposes of copyright protection, any Custom Works are “Works Made For Hire” as defined in Title 17 of the United States Code, as amended, which are specially commissioned by the Company. In the event that any Custom Works are held not to be “Works Made For Hire” as herein defined, the Credit Administrator hereby assigns to the Company all copyrights in such Custom Works. Upon expiration, completion or termination of the Services under this Agreement, Credit Administrator shall provide to Company all tangible embodiments of all Custom Works, including any source code relating thereto. The Credit Administrator, and its Subcontractors, shall retain ownership of all its working papers, pre-existing materials, Intellectual Property, and software, information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware; in each case of the foregoing, solely to the extent the Credit Administrator created, developed, licensed, discovered or otherwise acquired such items or rights before entering into this Agreement or which the Credit Administrator created, developed, licensed (other than from the Company or the Managing Member), discovered or otherwise acquired independently of or as a result of the Services furnished to the Company hereunder, except for (i) any Custom Works and (ii) any information or data (x) provided by or on behalf of an Authorized User or (y) developed or generated by an Authorized User (collectively, “Credit Administrator Materials”). This Section shall survive the termination or expiration of this Agreement. Without limiting the rights granted in Deliverables elsewhere in this Agreement, including rights conveyed to Company and Managing Member under Sections 2.4 and 2.5(a) herein, to the extent Deliverables, including materials, software or works are developed by the Credit Administrator especially for the Company (i) as specifically set forth in the “Documented Requirements” or (ii) as otherwise agreed in writing by the Credit Administrator and Managing Member, in each case, approved by the Credit Administrator in

writing (the “Documented Materials”), Credit Administrator hereby grants to the Company a non-exclusive, irrevocable, perpetual, sublicensable (solely to other Federal Reserve Entities and/or the United State Department of Treasury, collectively the “Permitted Sublicensees”), royalty free right and license to use or otherwise exploit any Intellectual Property Rights in and to such Documented Materials solely for purposes of (a) Company’s and the Permitted Sublicensees’ business purposes; provided, however, that during the five (5) years following January 26, 2021, any use of the Documented Materials other than internal use by the Company of the Permitted Sublicensees shall be subject to the prior written approval of the Credit Administrator and (b) Credit Administrator’s fulfillment of its obligations to the Company, in each case subject to Company’s obligations with respect to Credit Administrator’s Confidential Information and excluding, for clarity, the Credit Administrator Materials. For the avoidance of doubt, the Credit Administrator makes no warranty to the Permitted Sublicensees regarding the Documented Materials, or to the Company regarding the use of the Documented Materials by the Permitted Sublicensees. Under no circumstances shall Documented Materials include materials licensed from a third party by the Credit Administrator.

(c) As between the Parties, Company and the Managing Member exclusively own all right, title and interest in all Company Data, including, without limitation, all common law, statutory and other copyrights, trademarks, trade secret rights and other Intellectual Property in any jurisdiction, subject to Credit Administrator’ non-exclusive right to use, process and store the Company Data solely in connection with Credit Administrator providing Services to Company under performance of, and solely during the term of, this Agreement. Upon expiration, completion or termination of the Services under this Agreement, Credit Administrator shall return or destroy all Company Data in its possession or control, subject to any ability to retain such data as set forth in Section 6.2.

2.6. Third Party Consents. To the extent that the provision of any Services by the Credit Administrator under this Agreement requires any third party consents, licenses, rights, approvals or permissions from time to time (the “Third Party Consents”), the Credit Administrator shall be responsible for obtaining such Third Party Consents. If the Credit Administrator is unable for reasons outside its control to obtain a requisite Third Party Consent and is therefore unable to provide a related Service or component thereof, the Credit Administrator shall not be released from its obligations in respect of such Service but shall use its commercially reasonable efforts to provide an alternative arrangement reasonably acceptable to the Company that is an equivalent or substitute Service.

2.7. Legal Requirements

(a) The Credit Administrator shall take such actions (or forbear from taking such actions) as may be reasonably required to comply in all material respects with all applicable Legal Requirements with respect to the Services provided pursuant to this Agreement. In the event that the Credit Administrator learns of a failure to comply with Legal Requirements with respect to its provision of the Services or the performance by it of any of its obligations hereunder, the Credit Administrator shall, as promptly as reasonably practicable, advise the Company and the Managing Member of such failure to comply and of any measures the Credit Administrator is taking to remedy the same (if permitted to do so under applicable Legal Requirements), and the Credit Administrator shall continue to use commercially reasonable efforts to remedy such failure to comply until reasonably remedied.

(b) The Credit Administrator shall maintain during the term of the Agreement any authorization, license, or permit required by any law to perform the Services under this Agreement. The Credit Administrator shall notify the Company promptly in writing in the event or likelihood of termination of any such authorization, license or permit.

(c) The Credit Administrator shall not charge the Company for any federal, state, or local taxes, from which the Managing Member, as a Federal Reserve Bank, is exempt.

2.8. Certain Reports.

(a) In addition to the reports described in the Service Annexes, the Company may request at any time that the Credit Administrator submit a written report which describes the progress, status of, pricing information, and other matters pertaining to the Services rendered by it, at no cost to the Company. Such report shall be furnished within five (5) Business Days after the request. The Credit Administrator also shall prepare and submit such additional report or document of its performance and its progress as the Company reasonably may request from time to time.

(b) The Credit Administrator shall report promptly to the LLC and the Managing Member (endeavoring to do so within 24 hours but in no case later than 48 hours) after discovery of the occurrence of any Risk Event, including a description of the Credit Administrator's plan to address the Risk Event to avoid or mitigate any adverse consequences to the LLC or the Managing Member (provided that such notice obligation is limited or excused for such period of time as the Credit Administrator is prohibited by law, rule, regulation, or other governmental authority from notifying the LLC or the Managing Member) for the Managing Member's review and approval of such remediation plan. The Credit Administrator shall proceed diligently to implement such avoidance or mitigation plan, report its progress periodically to the LLC and the Managing Member and notify the LLC and the Managing Member of the completion of planned remediation.

For purposes of this paragraph, a "Risk Event" is any of the following:

(i) the Credit Administrator knows of any material unauthorized use or disclosure of LLC or Managing Member Confidential Information (as defined in Section 6.2(a)) or any security breach or other incident that materially compromised the security or integrity of the Confidential Information;

(ii) the Credit Administrator becomes aware of any breaches of security or unauthorized access to Confidential Information;

(iii) any Incident defined in Schedule C; or

(iv) any other event that occurs in the Credit Administrator's operations, related directly to the performance of Services under this Agreement, where in the case of this clause (iv) the Credit Administrator does actually know or reasonably should know that the relevant event could result in material harm to the reputation or operations of, risk of financial loss to, or risk of legal liability for any of the LLC, the Managing Member, the Board or another Federal Reserve Bank, or the U.S. Treasury (events underlying "Risk Events" under this clause (iv) may include, without limitation (but subject to the immediately preceding limitations), (i) unplanned and non-routine events in the Credit Administrator's operations, (ii) external events that affect the Credit Administrator's business processes or controls, including security breaches, human errors or technological failures or disruptions to the Credit Administrator's operations, and (iii) misconduct by the Credit Administrator's officers, directors, employees, or contractors assigned to provide services under this Agreement).

2.9. Coordinators and Representatives.

(a) The Credit Administrator shall report to and be directed by the Company's or the Managing Member's Service Coordinator, or his/her authorized designee, as indicated in this

Agreement or the relevant Service Annex in relation to any specific Service. The Credit Administrator shall attend periodic meetings as may be requested by the Company or the Managing Member, and shall include any Key Personnel reasonably requested by the Managing Member to be in attendance at such meetings.

(b) All directions and notices from the Managing Member or its designee to the Credit Administrator shall be in writing and signed by a Responsible Officer of the Managing Member or its designee or as otherwise agreed to by the parties to this Agreement in the operating procedures. The Credit Administrator shall receive an incumbency certificate setting forth each of the Responsible Officers for the Managing Member or its designee entitled to direct the Credit Administrator, and the Credit Administrator shall be entitled to conclusively rely, and be protected in so relying, upon any such direction. The Credit Administrator shall be entitled to conclusively rely on the last incumbency certificate received by it until it receives a new incumbency certificate from the Managing Member or its designee from any such Responsible Officer. The Credit Administrator hereby acknowledges receipt of such incumbency certificate from the Managing Member on the date hereof.

2.10. Service Warranty Provisions.

(a) The Credit Administrator warrants and covenants that the Services provided under this Agreement will meet the Service Standard. The foregoing warranties survive delivery and are applicable during the term of the Agreement and are not waived by the Company's acceptance of or payment for the Services. Upon written notice from Company or the Managing Member of a failure of any Service to conform to the foregoing warranty, the Credit Administrator shall promptly correct or otherwise cure the relevant error or deficiency at its own expense and conform such Service to the terms and conditions of this Agreement.

(b) Remedies available to the Company and the Managing Member under the Agreement are cumulative, and the Company and the Managing Member may assert any available remedy available at law, subject however to Section 5.6.

2.11. Maintenance of Books and Records; Inspection.

(a) Except as otherwise directed by the Managing Member, for the term of this Agreement, the Credit Administrator shall maintain records in accordance with the terms of this Agreement concerning this Agreement and the Services described in the Service Annexes (but without duplication of records maintained by the Administrator under the Administration Agreement) and make accessible as agreed to in this Agreement all such information, materials and records in whatever format which it has or which come into its possession related to the performance of the Services provided under this Agreement ("Records"; provided that "Records" shall exclude the Credit Administrator's log files and similar highly sensitive security documents), in each case to the extent consistent with the Credit Administrator's internal records maintenance and records retention policy; provided that prior to any destruction of any Records by the Credit Administrator in accordance with such policy, the Credit Administrator shall notify the Managing Member and provide the Managing Member with an opportunity to take possession of such Records from the Credit Administrator. Upon the termination of this Agreement or its Services performed hereunder, upon the request of the Managing Member, the Credit Administrator and the Managing Member shall, in good faith, agree on the timing and mechanism for transferring all Records to, or as directed by, the Managing Member. In transferring such Records, the Credit Administrator shall provide an Officer's Certificate certifying (a) as to whether it has kept and retained the Records in accordance with the requirements set forth herein and (b) that the Records being transferred represent all of the Records that have not been previously delivered or destroyed

in compliance with this Section 2.11. Notwithstanding the foregoing, the Credit Administrator may make and retain copies of Records to satisfy existing internal audit or compliance requirements, provided that the Officer's confirmation includes general information as to the types of Records that it is retaining.

(b) In addition to the Records, the Credit Administrator shall maintain books and records that materially relate to the Credit Administrator's performance of its obligations under the Agreement and its operations and controls materially related to its performance of the Agreement (collectively, "Records of Operations").

(c) Upon reasonable prior notice from the Managing Member to the extent arising from a request to audit the Records as permitted under this Agreement, the Credit Administrator agrees to afford the Managing Member, the Administrator, the Custodian, the Lender, the Board, the U.S. Treasury and other governmental oversight entities and their respective authorized agents (including, but not limited to, external auditors, subject to applicable law, regulations and professional standards) (each, an "Inspecting Party") reasonable access during normal business hours to audit the Records and Records of Operations of the Credit Administrator and to cause its personnel to be reasonably available to assist in any such examinations of Records and Records of Operations to answer questions relating to the applicable policies and procedures. Such examinations will be conducted in a manner that does not unreasonably interfere with the normal operations or employee relations of the Credit Administrator and shall not include access to Credit Administrator or its Subcontractor's systems. With regard to requests for access to the Records and Records of Operation by other parties, including, the Administrator, the Custodian, the Lender, the Board, the U.S. Treasury and other governmental oversight committees, the Credit Administrator agrees to work with the Managing Member to determine which means of obtaining information from the Records and Records of Operations, including access where determined appropriate, is most efficient and effective relative to the request made.

(d) Such audits of the Records and Records of Operations will be conducted at the Credit Administrator's office or place of business during normal business hours and the Credit Administrator will provide appropriate workspace to the Inspecting Party for review of the Credit Administrator's Records and Records of Operations. In the event that the Credit Administrator's office or place of business is not available, the Credit Administrator will make the Records available for audit at the Inspecting Party's location at a time which is convenient for both parties. Audits will be conducted at the Company's expense, and the Credit Administrator will allow the Company and Managing Member to make all necessary copies subject to any confidentiality restrictions. The Credit Administrator will provide reasonable assistance as set forth in this Section 2.11 at no extra charge. The Administrator, the Custodian and the Lender may audit the Records and Records of Operations in accordance with the terms of this Section only after executing an access letter in the form attached as Schedule E or such other form as may be reasonably agreed between the Company and the Credit Administrator.

(e) In addition, at the request of the Managing Member, the Credit Administrator will meet with one or more of the Managing Member's directors or designated staff at a mutually agreeable time and place to discuss matters that fall within the scope of this engagement. The Credit Administrator will make any relevant Key Personnel available in connection with meetings.

(f) The Credit Administrator shall maintain the Records and Records of Operations for the duration of this Agreement, including any renewals thereof. Records shall be transferred to the Managing Member in accordance with section 2.11(f). Any Records retained by the Credit Administrator beyond the expiration or termination of the Agreement shall be notified to the

Managing Member as required in Section 2.11(a). In no event will Such Records be retained by the Credit Administrator beyond one (1) year from the expiration or termination of the Agreement.

(g) The results of any audit conducted pursuant to this Section 2.11, including any copies of Records and Records of Operations, may be shared with any officer, director, employee or third party professional advisor (subject to applicable law, regulations and professional standards) of the Inspecting Parties granted such rights in accordance with this Section, to include the Federal Reserve Banks and the Board who have a legitimate need to know acting in such capacity (but subject to the last sentence of Section 2.11(c)).

(h) The provisions of this Section 2.11 shall survive the termination of this Agreement until the Records have been transferred as provided herein or the period for review and audit set forth in clause (f) herein expires.

(i) The Credit Administrator will be responsible for causing Records and Records of Operations and relevant Key Personnel and other personnel of Subcontractors to made available and for Subcontractors generally to comply with this Section 2.11 as if such Subcontractor were the Credit Administrator.

(j) The Company and the Managing Member shall work with the Credit Administrator, and with other Inspecting Parties granted rights in accordance with this Section, to ensure that the number, frequency, timing and scope of audits and inspections requested under this Agreement will be reasonably designed to prevent or minimize any potential impairment or disruption of the Credit Administrator's and its Subcontractors' operations, distraction of its personnel or breaches of security or confidentiality.

(k) For the avoidance of doubt, the Company and the Managing Member agree that any involvement in such examinations by personnel of any external auditor that is a competitor of the Credit Administrator (e.g., Deloitte, E&Y, KPMG) may be subject to (A) such customary information barrier and confidentiality arrangements and agreement as may be reasonably appropriate to prevent competitive harm to the Credit Administrator and/or comply with third party confidentiality restrictions applicable to the Credit Administrator and (B) applicable law, regulations and professional standards.

2.12. Credit Administrator Status.

(a) For all purposes of this Agreement, the Credit Administrator shall be an independent contractor. Unless expressly authorized by the Managing Member, expressly provided in the Service Annex in relation to any Service, or otherwise expressly authorized hereunder (including Section 2.18) or under any other Operative Document, the Credit Administrator shall have no authority to act for or represent the LLC, the Managing Member or the Administrator in any way and shall not otherwise be deemed an agent of the LLC, the Managing Member or the Administrator or be deemed to assume the obligations of the LLC, the Managing Member or the Administrator under any Operative Document.

(b) Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between either the Company or the Managing Member, on the one hand, and either the Credit Administrator or any employee or agent of the Credit Administrator on the other. The Credit Administrator assumes full responsibility for its acts and for the acts of its employees and agents performing Services. The Credit Administrator is required by applicable law to make appropriate filings with the taxing authorities to account for

and make all payments required by the local, state, and federal authorities to include income tax, social security, and SDI payments for the Credit Administrator and any person(s) employed by the Credit Administrator.

(c) Nothing contained in this Agreement (i) shall constitute the Credit Administrator and any of the LLC, the Managing Member or the Administrator as being members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them except as expressly set forth herein or (iii) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others except as expressly set forth herein.

(d) Subject to the additional terms set forth in Schedule B and to its confidentiality obligations, nothing herein shall prevent the Credit Administrator or any company, joint venture or partnership that is directly or indirectly controlled by Credit Administrator (“Affiliates”) from engaging in other businesses or, in their sole discretion, from acting in a similar capacity as an administrator for any other person even though such person may engage in business activities similar to those of the LLC.

(e) If the Credit Administrator or any Subcontractor of the Credit Administrator is requested by the Company or Managing Member or required by government regulation, regulatory agency, subpoena, or other legal process to produce the Credit Administrator's Deliverables, working papers or personnel for testimony or interview with respect to services the Credit Administrator has performed for Company or Managing Member, the Company will reimburse the Credit Administrator for Credit Administrator's and its counsel's expenses and professional time incurred in responding to such a request.

(f) Nothing in this Agreement shall affect any obligation the Credit Administrator may have in any other capacity.

2.13. Acceptance of Services and Deliverables; Cooperation; Service Disputes.

(a) The parties hereby agree that the Credit Administrator shall use its commercially reasonable efforts to deliver the Services and related Deliverables in accordance with the milestones and deadlines as mutually agreed by the Managing Member and Credit Administrator as described in the Annex. The acceptability of the Services and Deliverables will be based on Company's reasonable determination, to be made within ten (10) business days of receipt that the Services delivered meet or will meet the Service Standard (the “Acceptance Criteria”). If the Services or related Deliverables do not meet the applicable Acceptance Criteria, Company will notify Credit Administrator specifying its reasons in reasonable detail in writing (a “Notice of Non-Acceptance”) and Credit Administrator will use its commercially reasonable efforts to conform the Services and related Deliverables to the applicable Acceptance Criteria as promptly as is reasonably practicable.

(b) If, after Credit Administrator has attempted to correct the deficiencies in a Notice of Non-Acceptance as set forth above, the Services or related Deliverables still do not meet the Acceptance Criteria in all material respects (as determined by Company within ten (10) business days of receipt), Company may, at its option and without penalty of any kind terminate the applicable Service Annex that corresponds to the non-conforming Deliverable, and receive a prompt refund of all fees payable to the Credit Administrator reasonably allocable to the portion of the Service Annex so terminated; provided, however, that the Company shall continue to pay the Credit Administrator as set forth in Section 3.1(c).

(c) When the Deliverable provided to Company for review is determined by Company to meet the applicable Acceptance Criteria, Company will notify Credit Administrator in writing of its acceptance, and Credit Administrator will subsequently provide the Services pursuant and subject to the applicable Service Annex. Confirmation by Company that the Services and related Deliverables meet the Acceptance Criteria shall not be unreasonably withheld.

(d) Each of the LLC and the Managing Member, on the one hand, and the Credit Administrator, on the other, shall at all times maintain and notify the other of two senior representatives (“Designated Senior Representatives”) who shall be designated to act on behalf of the designating part(ies) for purposes of resolving any dispute or controversy regarding a Service that is not resolved in the ordinary course of discussions or remediation of deficiencies of Service in accordance with this Agreement (a “Dispute”). Upon the request of either party, the parties shall promptly cause their Designated Senior Representatives to meet and negotiate in good faith to resolve any such Dispute in a commercially reasonable manner.

2.14. Conflicts of Interest. The Credit Administrator shall adhere to, and shall cause employees and others performing services under this Agreement to adhere to, the conflict of interest undertakings set forth in Schedule B to this Agreement. Without limitation of the foregoing, the Credit Administrator, its employees, agents, and Subcontractors performing Services shall not extend any gratuity or special favor to Federal Reserve Bank employees in violation of the Credit Administrator's Global Code of Conduct or any other Federal Reserve Bank policy provided to the Credit Administrator in writing in connection with this Agreement.

2.15. Publicity. The Credit Administrator agrees not to originate or encourage any public written or oral statement, news release, or other public announcement or publication relating to this Agreement or to any Confidential Information, beyond a statement no more detailed than any public statement by the Company or the Managing Member, unless the Credit Administrator has first obtained the express prior written consent of the President or the First Vice President, of the Managing Member. Unless prohibited by law or regulation, the Managing Member (i) shall where reasonably practicable provide reasonable advance notice to the Credit Administrator before the Company or the Managing Member, its agents or its employees publicly disclose, or cause to be publicly disclosed, any news release, public announcement, advertisement, or other publicity regarding the Credit Administrator's role in providing Services under this Agreement and (ii) shall consult with the Credit Administrator regarding the content of materials publicizing the Credit Administrator's role in providing Services under this Agreement. The Managing Member is not, however, required to provide specific notice of regular public disclosures about the services the Credit Administrator provides pursuant to this Agreement, including disclosures about the fees paid or payable to the Credit Administrator. The Credit Administrator acknowledges that this Agreement and pricing information related hereto may need to be made public in accordance with legal requirements applicable to the Company, the Managing Member, the Federal Reserve Entities and the U.S. Treasury.

2.16. Insurance. The Credit Administrator shall maintain such insurance coverages in connection with its performance of the Services hereunder as are set out in Schedule D or more specifically in relation to any Service Annex.

2.17. Financial Review. The Credit Administrator has provided the Managing Member with a copy of the Guidehouse Financial Resources Statement in connection with this Agreement. Without obligating the Credit Administrator to provide any further information or materials hereunder, the Credit Administrator acknowledges that the Company and the Managing Member reserve the right to perform financial reviews of the Credit Administrator in conjunction with a third-party contractor that is under confidentiality obligations at least as restrictive as those the Managing Member uses to protect its own information.

2.18. Agency Services.

(a) The Company hereby appoints and authorizes the Credit Administrator to provide agency Services pursuant to which the Credit Administrator shall execute and deliver, in its capacity as an agent, on behalf of the Company:

(1) in connection with the Services contemplated by Service Annex 1 and Service Annex 2, as applicable: (i) any one or more master loan participation agreements in the form of a “Transaction Specific Terms” incorporating the Standard Terms and Conditions for Participation Agreements for the Main Street Lending Program published on the Managing Member’s website (the “Standard Terms”), (ii) any Servicing Agreement as defined in the Standard Terms and entered into in connection therewith and (iii) any commitment letters as defined in the Standard Terms entered into in connection therewith ((i)-(iii) the “Origination Documents”); provided that the Credit Administrator shall have first complied with the procedures contemplated by Service Annex 1 and Service Annex 2, as applicable, to confirm to the Company and the Managing Member that all relevant Lender information and transaction requirements with respect to such documentation has been received in complete form as contemplated by Service Annex 1 and Service Annex 2 (“Completed Origination Documents”); and in connection with any other Services, any co-lender agreement or assignment and assumption document referenced in the Origination Documents, and any amendment, waiver, modification or supplement to or ancillary agreement contemplated by the Origination Documents from time to time, in each case subject to prior written notice to and confirmation by the Managing Member of its consent to such action in accordance with the terms of any other relevant Service Annex; (such appointment of the Credit Administrator, the “Agency Appointment”).

In performing the functions contemplated by the Agency Appointment subject to the terms and conditions of this Agreement, the Credit Administrator shall have the authority to do, perform, take, waive, and/or exercise each and every lawful act, right, power or duty of the Company as may be reasonably necessary or appropriate to perform the Agency Appointment. The Managing Member shall execute and deliver any power of attorney that may be required by counterparties to Origination Documents to evidence the appointment and authority of the Credit Administrator hereunder. Documents executed by the Credit Administrator pursuant to the Agency Appointment shall state the Credit Administrator’s capacity as “Guidehouse Inc., as Credit Administrator and agent for MS Facilities 2020 LLC acting pursuant to an Agency Appointment under the Credit Administration Agreement dated June 14, 2020 (as amended, restated, modified or supplemented from time to time)”.

(b) This Section 2.18(b) constitutes a standing instruction to the Credit Administrator to exercise the Agency Appointment to enter into Completed Origination Documents on behalf of the Company from time to time in accordance with the procedures contemplated by Service Annex 1 and Service Annex 2, unless and until otherwise instructed by the Company or the Managing Member.

(c) The Company may terminate or otherwise limit this Agency Appointment in its sole discretion at any time. Unless terminated, the Agency Appointment shall be effective for the term of this Agreement; provided, however, that (1) any agreements or other documents executed or actions taken prior to any resignation, termination or revocation date of the Agency Appointment shall remain in full force and effect; and (2) no person or entity relying on this Agency Appointment shall have any duty of inquiry as to any such resignation, termination or revocation and may continue to rely on the powers granted hereby to the Credit Administrator during the term hereof

unless and until such person or entity receives written notice of such earlier revocation or termination.

Section 3. TERM OF APPOINTMENT.

3.1. Term: Termination.

(a) This Agreement shall continue in full force and effect until the earlier of (i) December 31, 2026 or (ii) such date as it has been terminated in accordance with this Section 3. The Managing Member or the Credit Administrator may terminate this Agreement for any reason upon not less than 90 days' prior written notice to each other party hereto.

(b) The Credit Administrator may terminate this Agreement upon less than 90 days' prior written notice if the Credit Administrator's continued performance of the Services hereunder would cause the Credit Administrator to be in violation of any Legal Requirement or other professional regulations, standards or guidelines to which Credit Administrator or its Subcontractors are subject (a "Regulatory Event") provided that the Credit Administrator shall (i) give as much advance notice to the Company as is commercially practicable upon the occurrence of circumstances that would give rise to any Regulatory Event, (ii) consult with the Company and the Managing Member as to any reasonable amendment or modification of this Agreement that would resolve such Regulatory Event and (iii) take such measures as may be reasonably available to the Credit Administrator and commercially practicable to comply with the relevant Legal Requirement or otherwise resolve or eliminate such Regulatory Event in a manner that will allow continued operation under this Agreement in whole or in part.

(c) Except in the case of a Regulatory Event, no termination of this Agreement by the Credit Administrator shall be effective until the Managing Member shall have appointed a successor, which appointment shall not be unreasonably delayed, for the Credit Administrator and such successor has agreed in writing to act as the successor Credit Administrator. In the event that a successor credit administrator is appointed, pursuant to this Section 3 or following the scheduled termination date of December 31, 2026 if this Agreement is not extended, the Credit Administrator shall cooperate with the Managing Member, the LLC and any successor credit administrator in making an orderly transfer of the duties of the Credit Administrator. The Credit Administrator shall provide such transition assistance, as described in Section 3.3. If the Managing Member shall fail to appoint a successor credit administrator or such successor has not accepted its appointment within 90 days after notice of termination from the Credit Administrator, then the Credit Administrator may petition any court of competent jurisdiction for the appointment of a successor credit administrator.

3.2. Termination for Default. If there is a material breach by either party of its obligations under the Agreement, such material breach shall constitute a default and the other party may, at its sole discretion, and without penalty terminate this Agreement, in whole or in part, after giving the other party written notice of the default(s) and an opportunity to cure the default. The Company also may immediately terminate this Agreement if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Credit Administrator, or an order is entered adjudicating the Credit Administrator bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Credit Administrator, or an assignment for the benefit of creditors of the Credit Administrator is made. In no event shall any party hereto be responsible for loss of future profits in connection with any termination of this Agreement.

3.3. Transition Assistance. In addition to support for the orderly transfer of duties to a successor credit administrator and the transfer of Records as described in Section 3.1 (or following a

termination under Section 3.2 for a reason other than a uncured failure by the Company to pay fees due and payable to the Credit Administrator), the Credit Administrator shall provide, for a period of up to 180 days following the termination of the Agreement, the “Transition Assistance” described below. Transition assistance may include providing to the LLC, the Managing Member, or a third-party designated by either of them reasonable access to Key Personnel and other personnel performing Services to answer questions about the Services and reasonably facilitate transition planning and performing other Services reasonably requested by the LLC or Managing Member to avoid disruption to the business and operations of the LLC during the transfer of duties to a successor credit administrator. The Credit Administrator shall assign Key Personnel and other personnel who regularly perform Services for the LLC and the Managing Member to assist such Transition Assistance. Following delivery of a termination notice or other purported termination of the Agreement, the Credit Administrator will cooperate with the LLC and the Managing Member to establish the scope of Transition Assistance to be provided. Fees and expenses for the Transition Assistance (“Transition Fees”) will be no greater than two (2) times the pro rata amount of the fees that would have been in effect during the relevant period or as agreed by the parties, in addition to any applicable amounts under Section 3.1(c). The Credit Administrator shall provide reasonable supporting documentation identifying the relevant resources required by the Credit Administrator to provide the specified Transition Assistance.

Section 4. REPRESENTATION AND WARRANTY OF THE ADMINISTRATOR.

The Credit Administrator hereby represents and warrants, as of the date hereof, that:

4.1. Power; Authorization. The Credit Administrator is a corporation duly organized and is validly existing and in good standing under the laws of the State of Delaware and has the power and authority, and the legal right, to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary organizational action to authorize this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder.

4.2. No Consent. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other person, including any Third Party Consent, is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

4.3. Enforceable Obligations. This Agreement constitutes a legal, valid and binding obligation of the Credit Administrator, enforceable against the Credit Administrator in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (whether enforcement is sought by proceedings in equity or at law).

4.4. No Conflicts. The execution, delivery and performance of this Agreement and the documents and instruments required hereunder will not violate any Legal Requirement or any Contractual Obligation of the Credit Administrator, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of the Credit Administrator or its ability to perform its duties hereunder and will not result in, or require, the creation or imposition of any Lien on any of its property, assets or revenues pursuant to the provisions of any Legal Requirement or any such Contractual Obligation.

4.5. Licenses. The Credit Administrator has the requisite organizational power and authority, and the necessary regulatory licenses and permissions, and has taken all organizational action necessary to, execute and deliver this Agreement, to consummate the transactions contemplated hereby and

to perform its obligations contained herein, and no other organizational proceedings on the part of the Credit Administrator are necessary to authorize this Agreement and the consummation of the transactions contemplated hereby.

4.6. Third-Party Materials. The Credit Administrator has all rights under any programs or materials of any third party, as necessary for the provision and receipt of the Services.

4.7. Software. Credit Administrator will use and maintain industry standard security protocols to ensure that any software provided by Credit Administrator as part of the Services does not and will not contain any code, programs or mechanisms that enable Credit Administrator or another party to disrupt, modify, delete, harm or otherwise impede in any manner the operation of any software or systems of Authorized Users.

4.8. No Proceedings. There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction of any kind now pending or, to the best of the Credit Administrator's knowledge, threatened, involving the Credit Administrator or any of its properties or assets that: (i) questions the validity of this Agreement; or (ii) seeks to delay, prohibit or restrict in any manner any action taken or contemplated to be taken by the Credit Administrator under this Agreement; or (iii) would materially impair the ability of the Credit Administrator to perform its obligations under this Agreement.

Section 5. FEES; COSTS; INDEMNITIES; LIMITS OF LIABILITY

5.1. Fees. The LLC shall pay to the Credit Administrator such fees for its Services as are defined in the Credit Administrator Fee Letter and any modifications thereto. The agreements in this Section 5.1 shall survive the termination of this Agreement, to the extent of fees earned prior to the effective date of such termination.

5.2. Costs. Other than as expressly set forth in this Agreement, the Credit Administrator Fee Letter and any modifications hereto or thereto or with respect to particular costs identified to be borne by the Company in any Service Annex, the Credit Administrator shall be responsible for its own costs in the performance of the Services and this Agreement.

5.3. Indemnity. The Company shall defend, indemnify and hold the Credit Administrator harmless from and against all third party claims, damages, losses (including reasonable expenses and attorneys' fees) and liabilities payable under judgment, verdict, court order or settlement ("Losses") incurred by Credit Administrator in connection with its performance of the Services, except to the extent (i) such Losses resulted from the gross negligence or intentional misconduct of the Credit Administrator or any Subcontractor (or their respective employees, officers or directors), (ii) such Losses resulted from a willful breach of (x) the Service Standard or (y) its other obligations under this Agreement or (iii) the Credit Administrator is required to indemnify the Company or Managing Member with respect to such Losses under Section 5.4 or Section 13 of Schedule C. If the Credit Administrator believes that an event has occurred for which the Company has an indemnity obligation for Losses under this Section 5.3, the Credit Administrator shall use commercially reasonable efforts to mitigate such Losses.

5.4. Infringement Indemnity. The Credit Administrator shall be responsible for obtaining, paying for, and abiding by all necessary licenses for any patented, copyrighted, or otherwise legally-protected Intellectual Property used by Credit Administrator in connection with the Services or Deliverables provided hereunder (such Services and Deliverables, the "Products"). Further, subject to Section 5.6 (Limitation of Liability) of this Agreement, the Credit Administrator shall defend, indemnify and hold harmless the Company and the Managing Member from and against any and all Losses to the extent or arising out of or based on any allegation by a third party that any Products (or any portion thereof) infringe, misappropriate or violate any Intellectual Property of a third party ("Infringement"). Without

limiting the foregoing, if the Company or the Managing Member's use of any of the Products provided hereunder is prevented by injunction or found by a court of law to be infringing in any manner and to any degree, or is in the Credit Administrator's reasonable opinion likely to become so infringing, the Credit Administrator may, at the Credit Administrator's option and expense: (a) procure for the Company and the Managing Member the right to continue using such Products; (b) modify the Products in a manner acceptable to the Company and the Managing Member to become non-infringing; or (c) substitute other non-infringing Products that are acceptable to the Company and the Managing Member (the "Alternative Remedies"). The indemnity in this Section 5.4 does not cover claims or liability to the extent arising from: (1) the combination of the Credit Administrator's Products with products or services not provided or authorized by the Credit Administrator, (2) the modification of such Deliverables by any person other than the Credit Administrator except as expressly directed by the Credit Administrator, (3) designs, specifications, or other instructions to the extent provided by the Company and/or the Managing Member, or (4) the Company and/or the Managing Member's use of third-party provided systems, materials, or work that the Company or the Managing Member obtained independently of this Agreement. Without limiting the indemnity obligation in this Section 5.4, if the Credit Administrator determines that it is not commercially reasonable to accomplish any of the Alternative Remedies, the Credit Administrator shall notify the Company and the Managing Member in writing of its determination, and the Credit Administrator may terminate the relevant Service and refund to the Company all fees paid to the Credit Administrator thereunder in respect of any of the Products relating to the Infringement.

5.5. Mitigation. Nothing herein shall relieve the Company and the Managing Member of its common-law duty to mitigate Losses, and the Company and the Managing Member shall take commercially reasonable steps to mitigate all Losses after becoming aware of any event which could reasonably be expected to give rise to any Losses that are indemnifiable hereunder, including, as applicable, pursuing any counterclaim, offset, insurance settlement or other claim which could result in a recovery that would reduce the Credit Administrator's liability under this Agreement.

5.6. Limitation of Liability.

(a) Except to the extent determined to have resulted from the gross negligence or intentional misconduct of the Credit Administrator or any Subcontractor (or their respective employees, officers or directors) in the performance of this Agreement, the aggregate liability of the Credit Administrator for any and all claims, losses, liabilities or damages in connection with the Services, this Agreement or its subject matter, (including any liabilities under Sections 5.4 or Schedule C), whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to three (3) times the total amount of fees paid, in the aggregate, to the Credit Administrator under this Agreement. The Credit Administrator shall have no liability arising from or relating to any third-party hardware, software, information or materials selected or supplied by the Company, the Managing Member or any other contractor to the Company or the Managing Member.

(b) Except to the extent determined to have resulted from the Company's grossly negligent or willful act or misconduct, or any knowing, willful or intentional breach of this Agreement, the aggregate liability of the Company for any and all claims, losses, liabilities or damages in connection with this Agreement or its subject matter (including any liabilities under Section 5.3), whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, shall not exceed three (3) times the total amount of fees paid, in the aggregate, to the Credit Administrator under this Agreement. The Managing Member is acting in the capacity as Managing Member of the Company and shall have no individual liability for actions taken in such capacity other than as described in Section 8.13.

5.7. Survival. The perpetual licenses granted under Section 2.5(a), the

indemnification obligations in Sections 5.3, 5.4 and Section 5.6 (Limitation of Liability) and 5.8 (No Special Damages), and the confidentiality obligations set forth in Section 6.2 shall survive any termination of this Agreement or release of any party hereto with respect to matters occurring prior to such termination or release or any termination under any bankruptcy law.

5.8. No Special Damages. No party to this Agreement shall be liable for any special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

Section 6. CERTAIN POLICIES AND CONTROLS

6.1. Disaster Recovery. The Credit Administrator will maintain such disaster recovery and business continuity capabilities as are commercially reasonable and appropriate to maintain the continuity of services to LLC and Managing Member in the event of a disaster or disruption in its operations. The Credit Administrator agrees that it shall enter into and shall maintain in effect, at all times during the term of this Agreement, with appropriate parties one or more agreements making reasonable provision for (i) periodic back-up of computer files and data with respect to any accounts held by it, and (ii) emergency use of electronic data processing equipment to provide Services under this Agreement. The Managing Member shall be permitted to review the content of the Credit Administrator's disaster recovery and business continuity plan statement with the Credit Administrator once each year onsite at the Credit Administrator's facilities or through remote meeting arrangements, in either case on a mutually agreed date during normal business hours. The Credit Administrator will not alter its disaster recovery plan or business continuity program in such a way that degrades the level of protection in any material respect with respect to the Services to be performed for the LLC or the Managing Member.

6.2. Confidentiality.

(a) The Credit Administrator agrees to keep confidential all non-public information provided to the Credit Administrator, its service personnel, Subcontractors, and any other agents of the Credit Administrator ("Recipients") by the LLC, the Managing Member, the Custodian, the Administrator, the Lender, the Department of Treasury and any Federal Reserve Entities or any other Person pursuant to or in connection with this Agreement or the other Operative Documents, in whatever form obtained by the Recipients in connection with the performance of this Agreement including, but not limited to, all information relating to the Managing Member's supervisory, regulatory, research, development and business activities (including, but not limited to Company Data), security, data files, personnel information, and computer programs ("Confidential Information") and to use such information only to perform the Services to be provided under this Agreement and to administer the Agreement and conduct the Credit Administrator's operations as they relate to its performance of the Agreement. Subject to such limitation, the Credit Administrator may disclose any such information (i) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates who have a need to know such information (collectively, its "Representatives"), (ii) upon the request or demand of any Governmental Authority, (iii) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Legal Requirement, (iv) in connection with any litigation or similar proceeding, (v) that has been publicly disclosed other than by the Credit Administrator or any of its Representatives in violation of this Section 6.2 or any other applicable confidentiality obligation owing to the LLC, (vi) if agreed by the LLC in its sole discretion or (vii) to the limited extent required for it to fulfill its obligations under this Agreement; provided, further, (1) pursuant to clause (ii) above, the Credit Administrator shall notify the LLC and the Managing Member, if legally permitted to do so, of any proposed disclosure contemporaneously with such disclosure and at such time request that the Governmental Authority to whom such disclosure is made accord confidential treatment to the disclosed information and

(2) pursuant to clauses (iii) and (iv) above, prior to any disclosure of such information, the Credit Administrator shall notify the LLC and the Managing Member, if legally permitted to do so, of any proposed disclosure as far in advance of such disclosure as practicable and upon the LLC's or the Managing Member's written request, and, at its sole cost and expense, take all reasonable steps the LLC or Managing Member may wish to take to ensure that any information disclosed shall be accorded confidential treatment.

(b) The Credit Administrator further agrees that it shall be responsible for compliance by each of its Subcontractors and Representatives with this Section 6.2. The Credit Administrator shall not disclose any Confidential Information to any Representative unless and until such Representative has agreed in writing to protect the confidentiality of such Confidential Information in a manner at least equivalent to that required of the Credit Administrator by this Section 6.2.

(c) If the Credit Administrator knows of any unauthorized use or disclosure of Confidential Information or any security breach or other incident that compromised the security or integrity of the Confidential Information, the Credit Administrator shall proceed in accordance with Section 2.8(b) and shall send its email notice addressed to
The Credit Administrator shall use commercially reasonable efforts to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to protect against further unauthorized use or disclosure or loss, and to reasonably cooperate with the Managing Member and its agents in any investigation the Managing Member may undertake relating to the unauthorized use or disclosure or loss. The Credit Administrator shall bear the costs of all such measures taken by the Credit Administrator.

(d) The Credit Administrator acknowledges that damages may not be an adequate remedy for the Credit Administrator's violation of any terms of this Section 6.2. If the Credit Administrator violates or threatens to violate any terms of this Section, the LLC or the Managing Member may seek injunctive relief to restrain any breach or threatened breach. In either case, the Credit Administrator shall not seek to have imposed on the LLC or the Managing Member any obligation to post a bond or give other security as a condition to temporary injunctive relief.

(e) Promptly following the transfer of Records and the orderly transition of Services provided in Section 3, the Credit Administrator shall destroy all copies of Confidential Information then remaining in its possession or control except to the extent the Credit Administrator is permitted to retain such copies as described in the immediately following paragraph. When the Credit Administrator destroys materials containing Confidential Information, the Credit Administrator shall use destruction techniques that are appropriate for the format of the materials and designed to prevent, to the extent technically feasible, the Confidential Information from being reconstructed or recovered. Upon the request of the Managing Member, the Credit Administrator shall confirm the destruction to the Managing Member in writing. The Credit Administrator shall retain no copies of Confidential Information, including any compilations derived from Confidential Information and allowing identification of Confidential Information, except to the extent permitted in the immediately following paragraph.

(f) If the Credit Administrator needs to retain a copy of any Confidential Information for some period of time because the Credit Administrator (1) believes that the delivery or destruction of the Confidential Information is not feasible (including Confidential Information that is retained on secure backup media in accordance with standard backup procedures in a manner that makes it impractical for the Credit Administrator to delete the Confidential Information), or (2) is required by applicable law or regulations, accounting rules, or other professional standards or rules to retain a record copy of the Confidential Information, or (3) is required to retain a record

copy of the Confidential Information for purposes of following its established internal record retention policies that include mandates for disposal of records on defined schedules, then in any such case the Credit Administrator may retain a copy of such Confidential Information subject to the restrictions of this Section 6.2 until the Confidential Information becomes public.

(g) The provisions of this Section 6.2 shall survive the termination of this Agreement and continue until the Confidential Information becomes public or otherwise ceases to be Confidential Information.

(h) The Credit Administrator agrees to follow the procedures set forth in Schedule C if the Services contemplated by the Agreement involve the access to, use of, maintenance of, or other handling of Reserve Bank Personally Identifiable Information (as defined in Schedule C to this Agreement), then Schedule C is incorporated into this Agreement by reference and is made a part hereof.

(i) The Company and the Managing Member (“Company Recipients”) each agree to keep confidential all non-public information provided to such party or its agents pursuant to or in connection with this Agreement, in whatever form obtained by such parties, including, but not limited to, all information relating to the Credit Administrator’s and its Subcontractors’ supervisory, regulatory, proprietary, research, development and business activities, security, data files, personnel information, and computer programs. Subject to such limitation, a Company Recipient may disclose any such information (i) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates who have a need to know such information (collectively, its “Company Representatives”), (ii) upon the request or demand of any Governmental Authority, (iii) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Legal Requirement, (iv) in connection with any litigation or similar proceeding, (v) to comply with any reporting or disclosure required to be produced from time to time in connection with the Main Street Facilities pursuant to the CARES Act or any reporting, disclosure or audit provisions or requirements that may be applicable to the Company, the Federal Reserve Entities or the U.S. Treasury, (vi) that has been publicly disclosed other than by the Company Recipient or any of its Company Representatives in violation of this Section 6.2 or any other applicable confidentiality obligation owing to the Credit Administrator, (vii) if agreed by the Credit Administrator in its sole discretion or (viii) to the limited extent required for it to fulfill its obligations under this Agreement; provided, further, (1) pursuant to clause (ii) above (but not clause (v)), the Company Recipient shall notify the Credit Administrator, if legally permitted to do so, of any proposed disclosure contemporaneously with such disclosure and at such time request that the Governmental Authority to whom such disclosure is made accord confidential treatment to the disclosed information and (2) pursuant to clauses (iii) and (iv) above, prior to any disclosure of such information, the Company Recipient shall notify the Credit Administrator, if legally permitted to do so, of any proposed disclosure as far in advance of such disclosure as practicable and upon the Credit Administrator’s written request, and, at its sole cost and expense, take all reasonable steps the Credit Administrator may wish to take to ensure that any information disclosed shall be accorded confidential treatment.

6.3. Information Security

(a) The Credit Administrator shall maintain a comprehensive information security program during the term of the Agreement and thereafter as long as the Credit Administrator retains any Confidential Information and shall only utilize third party systems that meet the information security controls listed below in this section. Upon request, the Credit Administrator will provide to the Managing Member documentary evidence reasonably satisfactory to Managing Member to demonstrate the security, integrity, and availability of the Credit Administrator’s information

systems in accordance with such provisions. If reports, such as SOC reports, for third party systems are only available to Credit Administrator directly by the third party, Credit Administrator will provide the necessary information to Managing Member for Managing Member to request the applicable information directly from the third parties. The Credit Administrator's and its Subcontractor's back office systems (e.g. email systems) are aligned with NIST 800-171 or ISO 27002:2013.

(b) As a condition to the LLC or Managing Member providing, or authorizing or instructing any other person to provide, Confidential Information for the Credit Administrator (including for purposes of this Section 6.3(b), any Subcontractor) to store or process in the Credit Administrator's information systems, the Managing Member may require the Credit Administrator to respond to the Managing Member's "Information Security Review Questionnaire". The Credit Administrator's initial response and any attachments and information provided as a follow-up to the initial response constitute, together, the "Questionnaire Response." The Managing Member will conduct its information security review of the Credit Administrator, if required, with reference to the Questionnaire Response. From time to time during the term of the Agreement, the Managing Member may require the Credit Administrator to review the Questionnaire Response to confirm that it is accurate and complete, or to make any changes to make it accurate and complete or to respond to the Managing Member's reasonable Information Security Review Questionnaire. The Credit Administrator shall provide reasonable information the Managing Member may reasonably request so that the Managing Member may assess the impact of the Credit Administrator's change on the performance of Services. At the Managing Member's annual request or subsequent to an Incident or material change to Credit Administrator or its Subcontractor's information security, the Credit Administrator shall also update the Questionnaire Response and respond to any new or supplemental information security questions the Managing Member may require of the LLC's vendors from time to time. The Credit Administrator shall provide any updated Questionnaire Response and responses to any new or supplemental information security questions to the Managing Member promptly after the request.

(c) The LLC may suspend the Credit Administrator's provision of Services until the LLC or the Managing Member assesses the effect on the LLC of any additional information or changes to the Credit Administrator's information technology infrastructure or information security policies or systems affecting information security if the LLC reasonably believes the Credit Administrator may have materially reduced the protection it applies to the LLC's Confidential Information. The Credit Administrator shall prepare and review with the Managing Member a plan of action and report to the Managing Member periodically (on a schedule mutually agreed with the Managing Member) about the Credit Administrator's progress to address any material deficiencies identified by the Managing Member and reasonably mitigate them within a timeframe mutually agreed between both parties based on risk and severity. If the Managing Member believes the plan of action is insufficient and the Credit Administrator declines to revise it, the parties shall escalate the disagreement through their respective managements for dispute resolution. In all instances in which the Credit Administrator must provide information to the Managing Member about the Credit Administrator's information technology infrastructure or information security policies under this Section, the Credit Administrator shall not be required to disclose such information that the Credit Administrator reasonably determines would compromise the security of the Credit Administrator's technology, networks, systems, or premises or that would cause the Credit Administrator to adversely affect or breach its obligations of confidentiality to other Credit Administrator clients, provided that the Credit Administrator reasonably cooperates with the Managing Member to provide responsive information in a manner that minimizes or avoids the Credit Administrator's security concern.

(d) Following any notice of a Risk Event as defined in Section 2.8 clause (b)(i) of the definition thereof, the Credit Administrator will use diligent efforts to remedy

such breach of security or unauthorized access in a timely manner, report its progress on such remediation to the Company and the Managing Member periodically, and notify the Company and the Managing Member upon its completion.

6.4. [Reserved].

6.5. Workforce Inclusion. The Credit Administrator shall use good faith efforts to ensure, to the maximum extent possible, the fair inclusion of women and minorities in the Credit Administrator's workforce. The Credit Administrator will maintain sufficient documentation that permits the Managing Member to determine whether or not the Credit Administrator has made a good faith effort in this regard. The Credit Administrator understands that the Managing Member's Office of Diversity & Inclusion may make a determination about whether the Credit Administrator has made the required good faith effort and may recommend termination of this Agreement if the Managing Member's Office of Diversity & Inclusion determines that the required good faith effort has not been made. The Managing Member may proceed to terminate this Agreement based on that recommendation. Any termination of this Agreement by the Managing Member pursuant to this section will be without cost or penalty to the LLC or the Managing Member (except payment for services rendered prior to the termination date) notwithstanding any other provision of this Agreement to the contrary. The Credit Administrator's contact for notices from the Managing Member's Office of Diversity & Inclusion is:

Section 7. SUBCONTRACTORS.

7.1. Consent Required. Notwithstanding any provision of the Agreement to the contrary, the Credit Administrator may not subcontract or otherwise assign the performance its obligations under this Agreement without the prior written consent of the Managing Member provided that Managing Member hereby consents to Credit Administrator and its Subcontractors utilizing independent contract labor of individuals to supplement and work alongside Credit Administrator and its Subcontractors' own employee workforce performing Services under the direct supervision of Credit Administrator and its Subcontractors (and a company not otherwise involved in the Services and acting solely in the business of providing staffing of such individuals shall not be considered a subcontractor). For the avoidance of doubt, an assignment or delegation to or retention by the Credit Administrator of any person who is a contractor to the Credit Administrator or its Affiliates (or any other Subcontractor), rather than an employee, in connection with any Services hereunder or other performance of this Agreement is considered a "Subcontract" and the relevant person a "Subcontractor". The Managing Member may give or withhold its consent to any proposed Subcontractor arrangement in its sole discretion. Any Subcontract or assignment made by the Credit Administrator without the Managing Member's consent is void.

7.2. Responsibility for Employees and Subcontractors. The Credit Administrator is fully responsible for all acts and omissions of its employees, personnel, agents, representatives, and Subcontractors (including employees, personnel, agents, representatives, Subcontractors, any other persons directly or indirectly employed by a Subcontractor) of the Credit Administrator, and any other persons who perform work associated with the Services provided by the Credit Administrator (collectively the "Credit Administrator Personnel"). The Credit Administrator will remain liable for performance and compliance with this Agreement in all respects by all Credit Administrator Personnel, whether consented to by the Managing Member or not. The Credit Administrator agrees to be responsible for enforcing this Agreement as it pertains to all Credit Administrator Personnel and to take such action, legal or otherwise, to the extent necessary to cause them to comply with this Agreement, including, without limitation, the confidentiality, audit, insurance, and indemnification obligations of the Credit Administrator in this Agreement. Nothing in this Agreement creates any contractual relationship between the Credit Administrator Personnel and the Company or the Managing Member, or any obligation on the part of the Company or the Managing Member, to pay or to see to the payment of any monies due the Credit Administrator Personnel. The Credit Administrator shall not impose additional fees for expenses incurred by the Credit Administrator to engage

International Drive, Suite 800
McLean, VA 22102
Email:
Telephone: (703) 799-
With a copy email to: (703) 799-

Company: MS FACILITIES 2020 LLC
c/o Federal Reserve Bank of Boston 600
Atlantic Avenue
Boston, MA 02210
Attention:

Email:
Telephone:

and to:

Federal Reserve Bank of Boston 600
Atlantic Avenue
Boston, MA 02210
Attention:

Email:

Managing Member: Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attention:

Email:

With a copy sent by email to:

With a copy sent Attention to:

The parties do not intend the formalities of this Section 8.2 to inhibit their routine communication about the subject matter or administration of this Agreement. The parties may communicate about routine matters in any manner they determine to be efficient and effective, including telephone and email subject to any requirements for secure communication.

8.3. Survival of Representations of the Credit Administrators. All representations and warranties made by the Credit Administrator hereunder and in any other document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement.

8.4. Successors and Assigns. Except as permitted in this Agreement, the Credit Administrator may not transfer or assign this Agreement or subcontract the performance of any services without the prior written consent of the LLC and the Managing Member.

8.5. Merger or Consolidation of, or Assumption of the Obligations of, the Credit Administrator. Any person (a) into which the Credit Administrator may be merged or consolidated, (b)

which may result from any merger, conversion or consolidation to which the Credit Administrator shall be a party, (c) succeeding to the business of the Credit Administrator, or (d) that is an Affiliate of the Credit Administrator, which person, in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Credit Administrator hereunder, shall be the successor to the Credit Administrator under this Agreement; provided, however, that (i) the Credit Administrator shall provide prior written notice of any merger, consolidation or succession pursuant to this Section 8.5 to the Managing Member and (ii) the Managing Member consents in writing to such person succeeding the Credit Administrator.

8.6. Counterparts. This Agreement may be executed in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

8.7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.9. **WAIVERS OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

8.10. Submission to Jurisdiction. Each party hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of courts of the United States for the District of Massachusetts, and appellate courts thereof;

(b) consents that any such action or proceeding may be brought only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the LLC at its address set forth in Section 8.2 or at such other address of which the parties hereto shall have been notified pursuant thereto; agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in another jurisdiction by suit on the judgment or in any other matter provided by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

8.11. No Petition. The Credit Administrator hereby covenants and agrees that it will not at any time before the expiration of one year plus one day, or if applicable, such longer preference period following the latest of the date of termination of this Agreement, the termination of the Credit Agreement and the Security Documents, and the day on which all of the “Obligations” (as defined in the Credit Agreement) have been paid in full (a) commence or institute against the LLC or join with or facilitate any other person in commencing or instituting against the LLC, any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, receivership, insolvency or liquidation proceedings, or other proceedings under any United States Federal or state, or other jurisdiction, bankruptcy or similar law or statute now or hereafter in effect in connection with any obligations relating to this Agreement or any of the other Operative Documents or (ii) participate in any assignment for benefit of creditors, compositions, or arrangements with respect to the LLC’s debts. The agreements in this Section 8.11 shall survive the termination of this Agreement and the other Obligations and shall also survive the termination of the Credit Agreement and the Security Documents.

8.12. Further Assurances. The Credit Administrator agrees to do such further acts and things and to execute and deliver to the LLC (or to the Managing Member or Administrator) such additional assignments, agreements, powers and instruments, as may be reasonably necessary to carry into effect the purposes of this Agreement or to better assure and confirm unto the LLC its rights, powers and remedies hereunder.

8.13. Limited Recourse. Notwithstanding anything to the contrary contained in this Agreement and the other Operative Documents, the obligations of the LLC under this Agreement and all other Operative Documents are solely the obligations of the LLC and shall be payable solely to the extent of funds are available to the LLC. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, the LLC arising out of or based upon this Agreement or any other Operative Document against any holder of a membership interest, employee, officer or affiliate thereof; provided, however, that the foregoing shall not relieve any such person or entity from any liability they might otherwise have as a result of willful misconduct, gross negligence, bad faith or fraudulent actions taken or omissions by them. The provisions of this Section 8.13 shall survive the termination of this Agreement.

8.14. Third Party Beneficiary. The parties hereto agree that the Lender is an express third-party beneficiary of this Agreement.

Section 9. COOPERATION.

When reasonably requested by the Managing Member, the Credit Administrator will cooperate and coordinate with other service providers of the Company in providing the services and deliverables pursuant to or related to this Agreement, including, without limitation, coordinating with any such other service providers as requested by the Managing Member. In no event will the Credit Administrator take direction from any other service providers without direction from Managing Member.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Administration Services Agreement to be executed as of the date first above written.

GUIDEHOUSE INC.,
as Credit Administrator

By: _____
Name: _____
Title: Partner

MS FACILITIES 2020 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:

Schedule A1

General Provisions

The Credit Administrator shall perform the Services identified in each Service Annex under this Schedule A.

The Credit Administrator shall deliver Major Release 1, which will enable the Company to be capable of registering Eligible Lenders as contemplated by Service Annex 1, on or before the milestone delivery dates identified in the relevant Forecast (issued pursuant to the Fee Letter), and as updated. The Credit Administrator shall deliver Major Release 2, which will enable the Company to be capable of purchasing and funding Participations as contemplated by Service Annex 2, on or before the milestone delivery in accordance with the milestone delivery dates identified in the relevant Forecast (issued pursuant to the Fee Letter), and as updated. The functionality, milestones, and deadlines for other Major Releases shall be mutually agreed by the Managing Member and Credit Administrator from time to time and as identified in the Forecasts, and as updated.

The key personnel and approved subcontractors to support Credit Administrator services include:

Key Personnel:	
Approved Subcontractors:	







EX 4 -- CREDIT ADMINISTRATION MONITORING







NNEX 8—RISK AND CONTROL SERVICES

ALUATION, GENERAL RESERVE AND MONITORING SERVICES





Schedule B

Conflict of Interest Undertakings

1. Credit Administrator Objectivity. A conflict of interest exists for the Credit Administrator when any other business relationship or financial interest of the Credit Administrator or the Credit Administrator's Affiliates or personal or business relationships, activities, and financial interests of those of the Credit Administrator's officers or employees who are assigned to manage or perform the services under the Agreement could knowingly impair (a) the Credit Administrator's objectivity or impartiality in performing the Services or (b) the quality of the Services. It is the Credit Administrator's policy that all inherent and actual conflicts of interest be identified, evaluated, and either managed or avoided, as appropriate. The Credit Administrator's conflict management program is embedded within each business operation. The Credit Administrator warrants to the Company that no conflict of interest presently exists. If circumstances arise during the term of the Agreement that create or could create a conflict of interest, the Credit Administrator shall notify the Managing Member promptly and take such steps as the Managing Member may request to avoid, neutralize, or mitigate the conflict of interest. If the Managing Member determines that the conflict of interest cannot be avoided, neutralized, or mitigated in a manner satisfactory to the Managing Member, the Managing Member may terminate the Agreement upon notice to the Credit Administrator.
2. Credit Administrator Back Office Subcontractors. The Credit Administrator represents that it is not utilizing any Subcontractors to perform non-commercial entity facing activities and shall not utilize a Subcontractor for such purpose after the Effective Date of this Amended and Restated Agreement unless prior written approval is received from the Managing Member.
3. Misuse of Information for Private Gain. Neither the Credit Administrator nor any of its Subcontractors or Representatives may use any Confidential Information except to fulfill the purposes of the Agreement and as expressly permitted in the Agreement. This restriction prohibits, without limitation, the knowing use of any Confidential Information for the benefit of the Credit Administrator or any of its Affiliates or their respective directors, officers, or employees (beyond the benefit of the consideration to be received by the Credit Administrator under the Agreement), for the benefit of any other Credit Administrator client, or to inform any financial transaction, render any advice or recommendation, or attempt to influence any market or transaction for the benefit of any individual or entity.
4. Vendor Bias. The Credit Administrator shall not recommend to the LLC or the Managing Member in connection with the Credit Administrator's performance of services any products or services of an individual or entity (including Affiliates of the Credit Administrator) from which the Credit Administrator may receive a financial incentive based on (a) the Credit Administrator's recommendation of the product or service to the LLC or the Managing Member or (b) the LLC's or the Managing Member's purchase of the product or service, unless, in each case, the Credit Administrator first discloses in writing to the LLC and the Managing Member the nature of the relationship and the specific terms of any financial incentive the Credit Administrator may receive.
5. Managing Member Employees. The Credit Administrator acknowledges that employees of the Managing Member are required to adhere to a code of conduct, a copy of which is posted on the "Doing Business With Us" page of the Managing Member's public website. Among other things, the code of conduct prohibits Managing Member employees from using their Managing Member positions for private gain and from soliciting or accepting gifts, meals, and other things of value from persons doing business, or seeking to do business, with the Managing Member. The Credit Administrator shall not offer any employee of the Managing Member gifts, meals, or other things of value unless an exception applies that would permit the employee to accept the gift, meal, or other thing offered consistent with the code of conduct.
6. General Policies.
 - 6.1 The Credit Administrator will provide the Managing Member with copies of all of its internal

conflicts of interest and policies and procedures and agrees to abide by all relevant policies. Such policies and procedures must, at a minimum, be designed to, among other things:

- (a) identify any material financial conflicts of interest between the Credit Administrator and the LLC or the Managing Member;
- (b) require reporting of any conflicts of interest between the Credit Administrator and the LLC or the Managing Member that develop during the course of this Agreement; and
- (c) prevent the use of Confidential Information to enter into a trade or transaction unrelated to this Agreement.

6.2 The Credit Administrator shall disclose potential conflicts of interest to the Managing Member as they arise and, at the request of the Managing Member will cooperate with the LLC and the Managing Member to mitigate or avoid the conflict or if the conflict cannot be adequately mitigated or avoided, in the Managing Member's sole discretion, recuse itself from providing the services.

6.3 The Credit Administrator's conflict of interest records shall specifically describe the steps the Credit Administrator will take to mitigate the conflict that could arise from an Affiliate of the Credit Administrator participating or seeking to participate as sponsor of any participant in the Main Street Facilities while the Credit Administrator is providing services under this Agreement.

6.4 The Credit Administrator shall require all of its employees who receive Confidential Information as permitted in Section 6 of the Agreement to acknowledge in writing (which may be in the form of an annual electronic certification) their obligation to keep all Confidential Information obtained by them as strictly confidential.

7. Ethical Wall. The Credit Administrator must provide, within two weeks of the Effective Date, and thereafter maintain, information barrier procedures acceptable to the Managing Member and designed, at a minimum, to ensure that (a) personnel assigned to perform services are adequately segregated from personnel involved with the Credit Administrator's other activities that might be in conflict with the duty the Credit Administrator owes to LLC and the Managing Member under this Agreement, and (b) any information related to the services is not shared with personnel involved in activities that might be in conflict with the Credit Administrator's duty to the LLC and the Managing Member under this Agreement without appropriate vetting and controls being put in place by the Credit Administrator's Legal and Compliance Departments.

The Credit Administrator acknowledges that individuals who sit atop of the ethical wall must be especially vigilant to ensure that discussions with or advice, guidance or direction given to, individuals on the other side of the wall is not based on or influenced by Confidential Information, and the Credit Administrator agrees to take appropriate steps to maintain and enforce appropriate procedures to control the handling of Confidential Information by individuals who sit atop the ethical wall. The implementation of the ethical wall policy of the Credit Administrator shall be reviewed by internal audit or compliance at least once within the first six months of the engagement and thereafter in accordance with the Credit Administrator's own review policies.

The Credit Administrator agrees to maintain a list of each of the individuals who has been assigned to perform services under this Agreement and the dates of such assignment that can be reviewed by the Managing Member.

8. Conflict Reporting and Records. Employees of the Credit Administrator shall be required to report promptly any breach or suspected breach of these conflicts' requirements to the appropriate compliance officer. Such compliance officer of the Credit Administrator shall promptly report any breaches to the Managing Member's appropriate ethics officer. The Credit Administrator's compliance function shall maintain a log of all incidents of non-compliance and will complete a review of any reported incidents. The results of the review shall be analyzed and appropriate actions or mitigating

remedies, such as counseling an employee, will be identified and implemented in an effort to avoid similar incidents. The Credit Administrator will maintain all logs and information collected as Records of Operations and comply with all obligations applicable to Records of Operations in this Agreement.

9. Compliance Training. All employees subject to the ethical wall policy shall complete compliance training specifically designed for to address the services provided under this Agreement. The compliance training program will inform each employee of their obligations under the Credit Administrator's conflict of interest policies and information barrier procedures for the LLC. The Credit Administrator's compliance function shall be responsible for ensuring each employee subject to the ethical wall policy is properly trained and that all required documentation, including the acknowledgement of obligations, has been completed before the Credit Administrator provide such individual with access to Confidential Information. The Credit Administrator shall certify that it is in compliance with such training requirement in writing to the Managing Member on a periodic basis. The Managing Member may assess such compliance as part of any compliance review or audit conducted pursuant to Section 2.11 of this Agreement.

10. Insider Trading Restrictions. The information barrier procedures provided under this Agreement shall contain investment restrictions as deemed necessary and appropriate by the Credit Administrator to prevent "behind the wall" individuals from knowingly trading in the securities of originating institutions or borrowers under the Main Street Facilities or otherwise trading on inside information gathered through the course of servicing the Company. This procedure shall be provided to the Managing Member for review upon request.

Schedule C

Reserve Bank Personally Identifiable Information Covenants

1. Definitions

“Incident” means any actual or highly suspected loss, unauthorized disclosure, use, acquisition of, or access to Reserve Bank PII by Credit Administrator or any Credit Administrator Staff or Third Parties whether in paper or electronic format.

“Third Party” means an entity or person, other than Credit Administrator Staff, that is outside of Credit Administrator’s organization.

“Credit Administrator Staff” means all Credit Administrator employees, Subcontractors and contingent workers, including non-employees working under the supervision of the Credit Administrator and performing Services, such as temporary staff or individuals assigned by staffing agencies.

“Reserve Bank PII” or “Reserve Bank Personally Identifiable Information” means any personal

it was specifically provided pursuant to the Agreement. Credit Administrator shall only share Reserve Bank PII with Credit Administrator Staff to the extent the Credit Administrator Staff has a need to access the Reserve Bank PII in order to provide the specific Service to the Participating Bank pursuant to the Agreement. Credit Administrator must require Credit Administrator Staff with access to Reserve

Bank PII to comply with Credit Administrator's information security and data privacy requirements, including those that satisfy the requirements of this Section 2. Without limiting the foregoing and for the avoidance of doubt, Credit Administrator Staff also may use or share

3. Reserve Bank PII. The Reserve Bank PII to be provided to Credit Administrator in connection with the performance of Services is set forth in Schedule C. Company and Managing Member shall not provide Credit Administrator with Reserve Bank PII except as agreed and set forth in Schedule C. Notwithstanding the foregoing, Company and Managing Member shall not provide any Reserve Bank PII to Credit Administrator or its Subcontractors except through a secure portal that is agreed upon by the parties in writing.
4. Sharing with Third Parties. In addition, Credit Administrator shall not share Reserve Bank PII with any other person or entity other than Credit Administrator Subcontractors, and shall not share Reserve Bank PII with Credit Administrator Subcontractors unless and to the extent Credit Administrator:
 - (a) has performed and documented due diligence on such Subcontractors to ensure appropriate protection, handling, use, sharing retention and deletion of Reserve Bank PII disclosed to such Subcontractors that are consistent with or comparable to the requirements that apply to Credit Administrator pursuant to this Schedule C;
 - (b) ensures that all such Subcontractors do not transmit Reserve Bank PII to any entity outside of the United States or store Reserve Bank PII outside of the United States;
 - (c) has signed agreements with each such Subcontractors that contain provisions substantially similar to those in this Schedule C for Reserve Bank PII;
 - (d) engages in ongoing monitoring of such Subcontractors to ensure effective Subcontractor implementation and continuing application of all applicable requirements; and
 - (e) within fourteen (14) days after Participating Bank's request provides to Participating Bank a list of such Subcontractors with access to Reserve Bank PII and an attestation that the Credit Administrator has complied with the requirements of this Attachment E with respect to such Subcontractors.
5. Geographic Limitations. Credit Administrator is prohibited from transmitting Reserve Bank PII to any Third Party or any other person or entity located outside of the United States and from accessing, storing, and processing Reserve Bank PII on servers and other devices located outside of the United States.
6. Minimization. Credit Administrator agrees to minimize the collection, acquisition, processing, sharing, and retention of Reserve Bank PII to what is necessary

for purposes of providing the specific Service to Participating Bank pursuant to the Agreement.

7. Destruction and/or Return of Reserve Bank PII. The Credit Administrator agrees to return or destroy all Reserve Bank PII as soon as it is no longer necessary to satisfy the purpose for which the Reserve Bank PII was obtained pursuant to the Agreement, or 10 Business Days after request of Managing Member, whichever is later. This requirement does not apply to the extent:

(a) otherwise specifically provided in the Agreement;

(b) required to be retained longer by the Credit Administrator pursuant to applicable court order or state or federal laws or regulations, in which case Credit Administrator will notify the Managing Member of what is retained, where and for how long; or

(c) otherwise instructed in writing by the Managing Member, which may include the secure delivery of Reserve Bank PII to the Managing Member in lieu of destruction.

(i) The Credit Administrator's obligation to destroy pursuant to this Section 6 includes all copies, back-ups, and iterations of Reserve Bank PII regardless of (A) the format in which it is retained; (8) the type of device on which, or location where, it is stored; and (C) whether it is retained or held by the Credit Administrator, Credit Administrator Staff, or a Subcontractor. Destruction of Reserve Bank PII on back-ups may be delayed based on routine cycling time of back up media.

(ii) Destruction pursuant to this provision means the definitive obliteration of Reserve Bank PII in all media that ensures that it cannot be retrieved, recreated, reassembled, or reconstructed.

8. Notification of Incidents involving PII. The Credit Administrator must notify Managing Member of any Incident in accordance with Section 2.8. This notification must occur without undue delay from discovery by Credit Administrator on account of business hours, holiday or otherwise, even if it means notifying Managing Member before the Credit Administrator has commenced or completed its own investigation into the cause or extent of the Incident. Notice should be given to Managing Member pursuant to the notice provision of the Agreement. Credit Administrator agrees to promptly (a) investigate the Incident; (b) act on Managing Member's request for investigative steps; (c) regularly report reasonably detailed findings as to the cause and impact of the Incident; (d) reasonably cooperate with Managing Member in its efforts to remediate and make proper notifications to individuals; and (e) upon Managing Member's request, promptly provide progress reports regarding any investigation and/or remediation efforts.

9. General Information Security Program.

10. Specific Information Security Requirements. In addition to the General Information Security Program standards in Schedule C, Credit Administrator, Credit Administrator staff, and subcontractors performing Services shall comply with the following authorizations and minimum standards when accessing, using or storing Reserve Bank PII:

- (a) Minimum Standards for Storage on Laptops and Mobile Computing and Mobile Storage Devices. Credit Administrator must have written policies requiring the use of encryption and physical access controls (e.g., within a locked office, desk, filing cabinet, or file room) for storage on laptops and mobile computing and mobile storage devices.
- (b) Minimum Standards for Printing. Printed Reserve Bank PII requires a conspicuous label that Credit Administrator would ordinarily use to indicate the sensitivity and confidentiality of its own information. Where technically and operationally feasible, the

Bank PII information on printed media requires physical access controls (e.g., within a locked office, desk, filing cabinet, or file room).

- (f) Minimum Standards for Media Sanitation. Reserve Bank PII stored on electronic media or similar equipment to be reused, repaired, or disposed of must be cleansed or sanitized. This includes computers, printers, fax machines, BlackBerrys, Phones, and any other devices that have memory or storage that may contain Reserve Bank PII.

(g) Minimum Standards for Remote Access. If authorized, remote access to Reserve Bank PII must be through

11. Privacy.

(a) The Credit Administrator must maintain effective privacy policies, processes, and procedures during the term of the Agreement to ensure compliance with the provisions in this Section 11. Credit Administrator must actively monitor for compliance with agreed upon requirements for Reserve Bank PII, including tracking and mitigating instances of non-compliance.

(b) The Credit Administrator agrees to maintain an appropriate privacy notice that is easily accessible and prominently displayed at the point(s) it collects Reserve Bank PII from individuals in the performance of Services. The privacy notice must, at a minimum, describe the types of PII collected in the performance of Services, the purpose(s) for which such PII is collected, the intended use(s) of such PII and, generally, how PII is shared internally and externally. If the Credit Administrator changes its privacy notice, the Credit Administrator shall promptly notify Managing Member thereof and provide Managing Member with the updated notice.

(c) Where applicable, the privacy notices will also provide information relating to the type and method for consent offered to individuals. Any use of Reserve Bank PII for purposes other than providing the Services to the Reserve Bank pursuant to the Agreement must be agreed to by the individuals providing the PII through opt-in or express consent, where the individuals must take affirmative action beyond just submitting the information, to agree to such other use or disclosure of the PII.

(d) Where options for consents are provided in the privacy notice, the Credit Administrator must implement processes to ensure that each individual's consent and preferences are documented and tracked, and that the preferences are implemented and honored.

12. Audit Logs.

13. Indemnification. Credit Administrator shall defend, indemnify and hold Company and Managing Member harmless from any third party claims, damages, losses (including reasonable expenses and attorneys' fees) and liabilities payable under judgment, verdict, court order or settlement, including notification and identity theft protection services offered to affected individuals ("PII Losses"); to the extent such PII Losses are the proximate result of Credit Administrator's material breach of this Schedule C or Section 6.3 of the Agreement; provided, however, that Credit Administrator shall not be required to defend, indemnify or hold Company or Managing Member harmless for any PII Losses: (i) arising from Company's and Managing Member's, or their respective contractors or agents, own gross

negligence or willful misconduct, or willful breach of or willful noncompliance with its contractual, regulatory or legal obligations; (ii) arising from Company's and Managing Member's, or their respective contractors' or agents', noncompliance with its obligations in this Schedule C; (iii) to the extent that the Company or Managing Member are required to indemnify Credit Administrator under Section 2.5(f) and (iv) related to a force majeure event (which, for the avoidance of doubt, shall not include cyber-attacks, cybercrime, or hacking). Notwithstanding anything in this Agreement to the contrary, Credit Administrator's liability obligations under this Section 13 are subject to the limitations of liability set forth in Section 5.6 of the Agreement. If Company and Managing Member believes that a breach has occurred for which Credit Administrator has an indemnity obligation, Company and Managing Member shall use commercially reasonable efforts to mitigate such Losses.

14. Audit. Managing Member shall have the right to audit Credit Administrator's overall privacy program and its compliance with the requirements in this Section 14 at the commencement of Services and at reasonable intervals during the term of the Agreement. During the performance of the Services, at Managing Member's request, Credit Administrator will accurately complete a security and privacy assessment questionnaire provided by Managing Member, related to the Services being performed which do not violate client confidentiality disclosures. Credit Administrator agrees to meet Managing Member to discuss any noted deficiencies and reasonably treat them within a mutually agreed timeframe between both parties. In the event that parties are unable to mutually agree on appropriate remedies, or Credit Administrator does not adequately remediate, or agree to remediate, areas of concern or non-compliance within a reasonable timeframe based on the criticality of the findings, from the receipt of the audit report, Managing Member may terminate this Agreement for cause. Credit Administrator's activities pursuant to this Section 14 shall be undertaken at no cost to Managing Member.
15. CCPA. The parties acknowledge and agree that Credit Administrator is acting as a service provider (as such term is defined by the California Consumer Privacy Act of 2018 ("CCPA")) to LLC and Managing Member in connection with Credit Administrator's performance of Services pursuant to this Agreement. Credit Administrator acknowledges and confirms that it does not provide LLC or Managing Member with any monetary or other valuable consideration in exchange for Reserve Bank PII and certifies that it understands and will comply with the restrictions set forth in this Section 15. Except as required by applicable law, regulation, or professional standard, Credit Administrator will not collect, access, use, disclose, process, or retain Reserve Bank PII for any purpose other than the purpose of performing the Services or another business purpose permitted by 11 CCR § 999.314(c) and this Agreement. In particular, Credit Administrator shall not sell (as defined by Applicable Data Protection Laws, including without limitation and to the extent applicable, the CCPA) any Reserve Bank PII. Credit Administrator will, to the extent legally permissible, notify LLC and Managing Member if Credit Administrator receives a request from a data subject of Reserve Bank PII seeking to exercise such data subject's rights under Applicable Data Protection Laws ("Data Subject Access Request"), and will, on LLC's and Managing Member's reasonable request, provide reasonable assistance in connection with their response to such Data Subject Access Request.

Data subjects:

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Schedule DInsurance Requirements

1. The Credit Administrator shall maintain the following insurance during the term of the Agreement in relation to its operations under this Agreement:
 - i. Workers' compensation insurance as required by law and employer's liability insurance;
 - ii. Commercial general liability insurance, including contractual liability coverage insuring the activities of the Credit Administrator under the Agreement;
 - iii. Comprehensive automobile liability insurance, covering the operation of any automobile equipment, hired, or non-owned and property damage liability; and
 - iv. Umbrella liability insurance;

in each case in amounts reasonable and customary for companies of similar size and scope of operations in Credit Administrator's industry and performing similar Services, and in any event not less than the relevant coverage amounts maintained as of the date of this Agreement.
2. The Credit Administrator shall also maintain errors and omissions insurance in amounts reasonable and customary for companies of similar size and scope of operations in Credit Administrator's industry and performing similar Services, and in any event not less than the relevant coverage amounts maintained as of the date of this Agreement. Such policy shall provide coverage for costs, expenses, and damages incurred by the Company or the Managing Member as a result of Credit Administrator's failure to comply with the confidentiality, data security, back-up, or storage requirements set forth in the Agreement, and shall provide coverage for damages related to security breaches and unauthorized access (including cyberattacks), including privacy damages, identity theft damages, data destruction, and misappropriation of data.
3. The insurance referred to above shall protect the Credit Administrator, as named insured on General Liability and Automobile Liability policies, up to the respective policy limits with respect to claims for damages for injury to persons or property arising out of or in connection with any act or omission of the Credit Administrator, or of any agent or subcontractor of the Credit Administrator, or of anyone directly or indirectly employed or retained by any of them with respect to the performance of the Agreement. If requested by the Company, Credit Administrator shall provide certificate of insurance.
4. At the Company's request the Credit Administrator shall furnish the Company with evidence in a form satisfactory to the Company that the above insurance is in force, stating policy numbers, effective dates, expiration dates, and limits of liability thereunder. The Credit Administrator shall notify the Company in writing, not less than thirty (30) calendar days prior to any cancellation of or material change in the above insurance. The Credit Administrator shall ensure that its Subcontractors (if any) have the insurance in effect that is reasonable and customary for companies of similar size and scope of operations related to Subcontractors respective services. With the exception of the workers' compensation policy, the Company and the Managing Member shall be included as additional insureds. To the extent permitted by law, such policy or policies of workers' compensation and employer's liability insurance shall be endorsed to include a waiver of subrogation in favor of the Company and the Managing Member.
5. Compliance by the Credit Administrator with these requirements shall not relieve the Credit Administrator from any liability assumed at law or under the Agreement.

Schedule E – Form of Access Agreement

Confidential

ACCESS AGREEMENT

This Access Agreement (“**Access Agreement**”), effective as of [____], 202[], (the “**Effective Date**”), is by and between [**CONTRACTOR NAME**] (“**Contractor**”), and [____], a [state of formation] [partnership/limited liability company/corporation] (the “**Recipient**”), with an address at [____], concerning Recipient’s receipt of the following Contractor records: [Parties To List All “Records” To Which Recipient Will Receive Access] (“**Records**”). Reference is made to the Credit Administration Services Agreement, dated as of June [], 2020 (the “**Agreement**”), among MS Facilities 2020 LLC (the “**Company**”), the Federal Reserve Bank of Boston (“**Managing Member**”) and Guidehouse Inc. (“**Credit Administrator**”).

If you are an individual receiving, accessing or using the Records on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (“**Organization**”), then you are agreeing to this Access Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Access Agreement.

Contractor is willing to share the Records with Recipient, subject to and conditioned on the following terms and conditions:

1. Recipient will use the Records solely [in the performance of audit services to Company or Managing Member in connection with the Agreement / to conduct audits in connection with the Agreement as required by applicable law] (the “**Purpose**”). Recipient will not use or disclose the Records for any purpose other than the Purpose. Recipient will maintain the confidentiality of the Records and protect the Records with the same standard of care Recipient uses to protect Recipient’s own confidential information, but in no event less than reasonable care. Recipient will protect the Records from any unauthorized access, acquisition, use or disclosure, and will only disclose the Records to Recipient’s employees, representatives, and agents who need to know it for the Purpose and who have agreed in writing to confidentiality obligations substantially similar to those set forth in this Access Agreement (collectively, “**Representatives**”). Recipient is responsible for any actions or omissions of the Representatives that would be a breach of Recipient’s obligations under this Access Agreement.
2. The obligations with respect to the Records set forth in Section 1 do not apply to information that: (a) Recipient already knew without obligations of confidentiality owed to Contractor; (b) becomes generally available to the public through no fault of Recipient; (c) was independently developed by Recipient without use of the Records; or (d) was rightfully given to Recipient by another party without obligations of confidentiality owed to Contractor. Recipient may also disclose the Records to the extent required by applicable law but only after Recipient, if legally permissible, notifies Contractor and gives Contractor (and Contractor’s vendors and service providers, as applicable) the chance to challenge the disclosure.
3. Except for the Records which are required by applicable law to be maintained in Recipient’s permanent records, subject to Recipient’s compliance with the terms and conditions in Section 1, upon Contractor’s written request or to the extent such Records are no longer necessary to further the Purpose, Recipient will return to Contractor (or, at Contractor’s option, destroy, and certify such destruction in writing) all copies of the

Records in Recipient’s possession or under Recipient’s control.

- 4. Recipient recognizes the confidential and proprietary nature of the Records and acknowledges that in the event of a breach of this Access Agreement, Contractor (and its vendors and service providers, as applicable) will suffer irreparable harm. Accordingly, Contractor (and its vendors and service providers, as applicable) will be entitled to injunctive relief in the event of a breach or threatened breach of this Access Agreement, as well as all other applicable remedies at law or in equity.

- 5. THE RECORDS ARE MADE AVAILABLE “AS IS” AND, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RECORDS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

- 6. This Access Agreement may only be modified, amended or canceled by a writing signed by authorized representatives of both parties. This Access Agreement will be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. If any portion of a provision of this Access Agreement is found to be unenforceable or invalid, the remainder of such provision (and the remainder of the Access Agreement) will be enforced to the maximum extent permitted by law. If Guidehouse is the Contractor hereunder and the Recipient hereunder is either MS Facilities 2020 LLC or Federal Reserve Bank of Boston, then this Access Agreement is delivered in connection with the Credit Administration Services Agreement dated as of June __, 2020 among Guidehouse Inc., MS Facilities 2020 LLC and the Federal Reserve Bank of Boston (the “Credit Administration Agreement”), and in the event of any conflict between this Agreement and the Credit Administration Agreement, the Credit Administration Agreement terms shall govern. This Access Agreement (and the Credit Administration Agreement to the extent contemplated by the foregoing sentence) represents the entire agreement between the parties with regard to the subject matter hereof and supersedes any prior understandings, proposals or agreements concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Access Agreement as of the Effective Date.

[Contractor Entity]

[Recipient Entity]

By: _____ By: _____

(Name and Title)

(Name and Title)