

**AMENDMENT AGREEMENT TO CREDIT ADMINISTRATION SERVICES
AGREEMENT**

This AMENDMENT (“Amendment”), effective as of September 2, 2020, modifies the CREDIT ADMINISTRATION SERVICES AGREEMENT, dated June 14, 2020 (the “Agreement”) among MS Facilities LLC, a Delaware limited liability company (the “Company” or the “LLC”), Federal Reserve Bank of Boston (the “FRBB”), as managing member of the LLC (in such capacity, the “Managing Member”) and Guidehouse Inc. (“Guidehouse”), a Delaware corporation, in its capacity as credit administrator (in such capacity, together with its successors in such capacity, the “Credit Administrator”). In the event of a conflict between any term of the Agreement and this Amendment, the terms of this Amendment shall prevail. Words and phrases not specifically defined herein shall have the same meaning as in the Agreement.

W I T N E S S E T H:

WHEREAS, the LLC, Managing Member and Credit Administrator having previously entered into the Agreement, wish to amend the Agreement;

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

ARTICLE I

AMENDMENT

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

The second paragraph of the recitals of the Agreement is amended and restated in its entirety (to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and underlined text (indicated textually in the same manner as the following example: **added text**)) as follows:

WHEREAS, the Company will enter into Master Participation Agreements from time to time with originating eligible lenders (“Eligible Lenders”) under which the Company will acquire eligible participation interests through the Main Street New Loan Facility (“MSNLF”), the Main Street Priority Loan Facility (“MSPLF”), ~~and~~ 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, ~~and~~ MSELF, **NONLF, and NOELF** together, the “Main Street Facilities”).

ARTICLE II

MISCELLANEOUS

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

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

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

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

GUIDEHOUSE INC.,
as the *Credit Administrator*

By ____
Name:
Title:

MS FACILITIES LLC

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

By: ____
Name: _____
Title:

FEDERAL RESERVE BANK OF BOSTON,
as the *Managing Member*

By: ____
Name: _____
Title: