

## AMENDMENT AGREEMENT TO CUSTODIAN AGREEMENT

This AMENDMENT AGREEMENT TO CUSTODIAN AGREEMENT (this "Agreement"), dated as of September 2, 2020 is entered into by and between MS Facilities LLC, a Delaware limited liability company (the "Borrower") and State Street Bank and Trust Company, as Massachusetts trust company (the "Custodian") (each a "Party" and, collectively, the "Parties").

### W I T N E S S E T H:

WHEREAS, the Borrower and the Custodian entered into that certain Custodian Agreement, dated as of June 1, 2020 (as further amended, supplemented or modified from time to time, the "Custodian Agreement");

WHEREAS, the Borrower and the Custodian wish to amend the Custodian 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 Custodian Agreement. With the effect from the date hereof, the Custodian Agreement is amended as follows:

(a) Section 2.7(2) will be amended by replacing the references in the first and second sentences to "Eligible MSELF Loans, Eligible MSNLF Loans and/or Eligible MSPLF Loans" with "Eligible MSELF Loans, Eligible MSNLF Loans, Eligible MSPLF Loans, Eligible NOELF Loans and/or Eligible NONLF Loans".

(b) Section 2.7(3) will be amended by replacing the references to "Eligible MSELF Loan, Eligible MSNLF Loan or Eligible MSPLF Loan" with "Eligible MSELF Loan, Eligible MSNLF Loan, Eligible MSPLF Loan, Eligible NOELF Loan or Eligible NONLF Loan".

(c) Section 2.14 will be amended by replacing the reference to "Eligible MSELF Loan, Eligible MSNLF Loan or Eligible MSPLF Loan" with "Eligible MSELF Loan, Eligible MSNLF Loan, Eligible MSPLF Loan, Eligible NOELF Loan or Eligible NONLF Loan".

(d) Section 2.15(5) will be amended by replacing the reference to "Eligible MSELF Loans, Eligible MSNLF Loans and Eligible MSPLF Loans" with "Eligible MSELF Loans, Eligible MSNLF Loans, Eligible MSPLF Loans, Eligible NOELF Loans and Eligible NONLF Loans".

(e) Section 5(4) will be amended by replacing the reference to "Eligible MSELF Loans, Eligible MSNLF Loans, Eligible MSPLF Loans" with "Eligible MSELF Loans, Eligible MSNLF Loans, Eligible MSPLF Loans, Eligible NOELF Loans, Eligible NONLF Loans".

## ARTICLE II

### MISCELLANEOUS

SECTION 2.1 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 LAWS OF THE STATE OF NEW YORK.

SECTION 2.2. Counterparts. The Agreement 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 Agreement 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 Custodian Agreement are those that are set forth in this Agreement; no other amendments are being made. This Agreement, 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 Agreement. Neither this Agreement 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 Agreement as of the day and year first above written.

MS FACILITIES LLC, as Borrower

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

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

STATE STREET BANK AND TRUST COMPANY,  
as Custodian

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

ACKNOWLEDGED BY:

FEDERAL RESERVE BANK OF BOSTON,  
as Managing Member

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

*Amendment Agreement to Custodian Agreement*

CLEARED FOR RELEASE

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

MS FACILITIES LLC, as Borrower

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

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

STATE STREET BANK AND TRUST COMPANY,  
as Custodian

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

ACKNOWLEDGED BY:

FEDERAL RESERVE BANK OF BOSTON,  
as Managing Member

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