

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT (“this Agreement”), dated as of July 3, 2020 is entered into by and between MS Facilities LLC, a Delaware limited liability company, as borrower (the “Borrower”) and Federal Reserve Bank of Boston, as the lender, (the “Lender”) (each a “Party” and, collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender, entered into that certain Credit Agreement, dated as of May 29, 2020 (as further amended, supplemented or modified from time to time, the “Credit Agreement”);

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

(a) The definition of “Maturity Date” will be deleted in its entirety and replaced with the following:

“Maturity Date”: (i) for any FRBB Loan, September 30, 2025, or, in each case, such later date as Lender may specify on the date of borrowing for such Loan in its sole discretion in the event of an extension of the Availability Period and (ii) for any Operating Loan, such date as Lender and Borrower shall agree on the date of borrowing for such Loan.

(b) Section 2.1(b) will be amended by replacing the reference to “85%” with “95%”.

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 Credit 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: Executive Vice President

FEDERAL RESERVE BANK OF BOSTON,
as Lender

By: _____
Name:
Title:

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CLEARED FOR RELEASE

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

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