

## CUSTODIAN AGREEMENT

This Agreement (the "Agreement") is made as of June 1, 2020 by and between MS FACILITIES LLC, a limited liability company organized and existing under the laws of Delaware (the "Borrower"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company (in such capacity, together with its successors in such capacity, the "Custodian").

### WITNESSETH:

WHEREAS, the Borrower is entering into (i) that certain Credit Agreement, to be executed on or about May 29, 2020 (the "Credit Agreement"), between the Borrower and the Federal Reserve Bank of Boston ("FRBB"), as lender (the "Lender") and (ii) that certain Security Agreement, dated as of May 29, 2020 (the "Security Agreement"), between the Borrower and the Lender as Secured Party;

WHEREAS, the Borrower has granted a Lien on all of its assets pursuant to the Security Agreement and in connection therewith entered into the Control Agreement, effective as of June 1, 2020, among the Custodian, as securities intermediary, the Borrower, as account and securities entitlement holder, and the Lender, as Secured Party (the "Control Agreement");

WHEREAS, the Lender is the sole managing member of the Borrower (in such capacity, the "Managing Member"); and

WHEREAS, the Managing Member has selected, and the Borrower desires to retain, the Custodian to act as custodian of the Borrower's assets, and the Custodian is willing to provide such services to the Borrower upon the terms and conditions hereinafter set forth.

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

### **DEFINITIONS**

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. The "Other Definitional Provisions" specified in Section 1.2 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals thereto. Contemporaneously with the execution and delivery of this Agreement (and with respect to supplements or amendments, from time to time after the date hereof), the Borrower shall provide to the Custodian a true, accurate and complete copy of each of the Credit Agreement and the Security Agreement (and any amendments or supplements thereto) on which the Custodian may rely.

### **TERMS**

Section 1. Employment of Custodian and Property to be Held by It. The Borrower hereby employs the Custodian as a custodian of assets of the Borrower, including securities and

other financial assets (collectively referred to herein as “securities”). The Custodian shall not be responsible for any property of the Borrower which is not received by it or which is delivered out in accordance with Instructions (as such term is defined in Section 3 hereof) including, without limitation, Borrower property (i) held by brokers, private bankers or other entities on behalf of the Borrower or (ii) held by entities which have advanced monies to or on behalf of the Borrower and which have received Borrower property as security for such advance(s).

Section 2. Duties of the Custodian with Respect to Property of the Borrower.

Section 2.1. Holding Securities. The Custodian shall hold and segregate for the account of the Borrower all non-cash property, including all securities, owned by the Borrower, other than securities which are maintained pursuant to Section 2.10 in a clearing agency which acts as a securities depository or in a book-entry system authorized by the U.S. Department of the Treasury and certain federal agencies (each, a “Securities System”).

Section 2.2. Delivery of Securities. The Custodian shall release and deliver securities owned by the Borrower that are held by the Custodian, in a Securities System account of the Custodian only upon receipt of Instructions, and only in the following cases:

(1) Upon sale of such securities for the account of the Borrower and receipt of payment therefor;

(2) In the case of a sale effected through a Securities System, in accordance with the provisions of Section 2.10 hereof;

(3) To the depository agent in connection with tender or other similar offers for securities of the Borrower;

(4) To the obligor or issuer thereof (or its agent) when such securities are called, redeemed, repaid, retired or otherwise become payable; provided that, in any such case, the cash or other consideration is to be delivered to the Custodian;

(5) To the obligor or issuer thereof (or its agent) for transfer into the name of the Borrower or into the name of any nominee or nominees of the Custodian or into the name or nominee name of any agent appointed pursuant to Section 2.9; or for exchange for a different number of bonds, certificates or other evidence representing the same aggregate face amount or number of units; provided that, in any such case, the new securities are to be delivered to the Custodian;

(6) Upon the sale of such securities for the account of the Borrower, to the broker or its clearing agent, against a receipt, for examination in accordance with “street delivery” custom; provided that in any such case, the Custodian shall have no responsibility or liability for any loss arising from the delivery of such securities prior to receiving payment for such securities except as may arise from the Custodian’s own bad faith, fraudulent acts, gross negligence or willful misconduct;

(7) For exchange or conversion pursuant to any plan of merger, consolidation, recapitalization, reorganization or readjustment of the obligor or issuer of such securities,

or pursuant to provisions for conversion contained in such securities, or pursuant to any deposit agreement; provided that, in any such case, the new securities and cash, if any, are to be delivered to the Custodian;

(8) In the case of warrants, rights or similar securities, the surrender thereof in the exercise of such warrants, rights or similar securities or the surrender of interim receipts or temporary securities for definitive securities; provided that, in any such case, the new securities and cash, if any, are to be delivered to the Custodian;

(9) For delivery in accordance with the provisions of any agreement among the Borrower, the Custodian and a broker-dealer which is a member of the Financial Industry Regulatory Authority (“FINRA”), relating to compliance with the rules of any registered national securities exchange, or of any similar organization or organizations, regarding escrow or other arrangements in connection with transactions by the Borrower;

(10) Pursuant to the provisions of the Control Agreement and the Security Agreement (collectively, the “Related Agreements”); and

(11) For any other purpose, but only upon receipt of Instructions specifying (a) the securities to be delivered and (b) the person(s) to whom delivery of such securities shall be made.

Section 2.3. Registration of Securities. Securities held by the Custodian (other than bearer securities) as indicated by the Security Documents shall be registered in the name of the Borrower or in the name of any nominee of the Borrower or of any nominee of the Custodian which nominee shall be assigned exclusively to the Borrower, unless the Borrower (or the Managing Member on behalf of the Borrower) has authorized in writing the appointment of a nominee to be used in common with other investment companies or funds having the same investment adviser as the Borrower, or in the name or nominee name of any agent appointed pursuant to Section 2.9 or in the name. All securities accepted by the Custodian on behalf of the Borrower under the terms of this Agreement shall be in “street name” or other good delivery form. If, however, the Borrower (or the Managing Member or the relevant Manager on behalf of the Borrower) directs the Custodian to maintain securities in “street name”, the Custodian shall use commercially reasonable efforts to timely collect income due the Borrower on such securities and to notify the Borrower, the Managing Member and the relevant Manager of relevant corporate actions including, without limitation, pendency of calls, maturities, tender or exchange offers.

Section 2.4. Establishment and Maintenance of Accounts.

(1) The Custodian shall establish and, at all times during the term of this Agreement, maintain separate accounts in the United States initially identified as (i) “MS Facilities LLC” account no. (the “Clearing Account”), (ii) “MS Facilities LLC Principal” account no. (the “Principal Proceeds Account”), (iii) “MS Facilities LLC Interest” account no. (the “Interest Proceeds Account”), and (iv) “MS Facilities LLC Reserve” account no. (the “Expense Reserve Account”) and, together with the Clearing Account, Principal Proceeds Account and the Interest Proceeds

Account and any additional account (including any sub-accounts) established from time to time hereunder pursuant to Instructions, the “Accounts”). Each Account consists of a “securities account” within the meaning given such terms in the NYUCC and within the meaning of the Hague Securities Convention and a “deposit account” within the meaning given such term in the NYUCC. The operation of such Accounts shall be governed by the terms of this Section 2. As used in this Agreement, the “Hague Securities Convention” means the *Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary, July 5, 2006, 17 U.S.T. 401, 46 I.L.M. 649 (entered into force April 1, 2017)*.

(2) Each of the Accounts may be further sub-divided into sub-accounts (which sub-accounts will be administered by the Custodian on its books and records as sub-accounts of the relevant Account).

(3) Funds on deposit and other securities held in the Accounts shall be invested, applied or distributed in the manner set forth in this Section 2.

(4) The Custodian is a bank or trust company that has an office in the United States which is not intended to be merely temporary and meets the description set forth in the second sentence of Article 4(1) of the Hague Securities Convention. The Custodian, in the ordinary course of business maintains securities accounts for others and in that capacity has established the Accounts.

(5) The Custodian agrees to treat all property other than cash in any Account as a financial asset under the NYUCC.

Section 2.5. Collection of Income. Subject to the provisions of Section 2.3, the Custodian shall collect on a timely basis all interest and principal payments, income and other payments with respect to registered securities held hereunder to which the Borrower shall be entitled either by law or pursuant to custom, and shall credit such interest and principal payments, income and other payments, as collected, to the Clearing Account. Without limiting the generality of the foregoing, the Custodian shall detach and present for payment all coupons and other income items requiring presentation as and when they become due and shall collect interest when due on securities held hereunder. The Custodian will have no duty or responsibility in connection therewith, other than to provide the Borrower with such information or data as may be necessary to assist the Borrower in arranging for the timely delivery to the Custodian of the income to which the Borrower is properly entitled.

Section 2.6. Payment of Borrower Monies. Upon receipt of Instructions, the Custodian shall pay out monies of the Borrower in the following cases only:

(1) Upon the purchase of securities, for the account of the Borrower but only (a) against the delivery of such securities to the Custodian (or any bank, banking firm or trust company doing business in the United States or abroad as a custodian and has been designated by the Custodian as its agent for this purpose); (b) in the case of a purchase effected through a Securities System, in accordance with the conditions set forth in Section 2.10 hereof; or (c) for transfer to a time deposit account of the Borrower in any

bank, whether domestic or foreign or any savings and loan; such transfer may be effected prior to receipt of a confirmation from a broker and/or the applicable bank or savings and loan pursuant to Instructions as defined in Section 3 herein;

(2) In connection with conversion, exchange or surrender of securities owned by the Borrower as set forth in Section 2.2 hereof;

(3) For the payment of any expense or liability incurred by the Borrower, including but not limited to the following payments for the account of the Borrower: interest, taxes, management, accounting and legal fees, and operating expenses of the Borrower whether or not such expenses are to be in whole or part capitalized or treated as deferred expenses, and Fees and Costs and Expenses and indemnities payable to the Administrator, the Secured Party, the Credit Administrator or the Custodian;

(4) For the payment of any distributions by the Borrower declared or deemed declared pursuant to the LLC Agreement;

(5) For any other purpose, but only upon receipt of Instructions specifying (a) the amount of such payment and (b) the person(s) to whom such payment is to be made.

Section 2.7. Withdrawals, Deposits, Credits and Debits with respect to the Accounts.

(1) From time to time, as specified in an applicable Instruction, the Custodian shall withdraw funds or assets from, or deposit funds or assets into, the Clearing Account, the Principal Proceeds Account, the Interest Proceeds Account or the Expense Reserve Account, for the purposes specified in such Instruction.

(2) Notwithstanding any other provision of this Agreement or any other Operative Document, on each Funding Date, the Custodian shall make progress payments to the Depository Trust Company or other settlement point in accordance with any provided Instructions, in respect of the participations in Eligible MSELF Loans, Eligible MSNLF Loans, and/or Eligible MSPLF Loans being purchased by the Borrower on such date, at such times and in such amounts as specified in the relevant Instruction, irrespective of (i) the balance of the Clearing Account at any time or (ii) whether the Lender has credited the Custodian's reserve account at the Federal Reserve Bank of Boston (the "Custodian Master Account") in an amount equal to such progress payments. If the Lender has credited the Custodian Master Account by approximately 11:00 am on a Funding Date, the Custodian shall apply the funds so credited to purchase the participations in Eligible MSELF Loans, Eligible MSNLF Loans, and/or Eligible MSPLF Loans as specified in the relevant Instruction. The Custodian agrees that it shall waive any fees, costs or other expenses incurred by the Borrower as a result of any overdraft in the Clearing Account caused by the Custodian debiting such account in connection with its obligations to make progress payment hereunder.

(3) The Custodian will credit to the Clearing Account any interest and principal payments on or in respect of an Eligible MSELF Loan, Eligible MSNLF Loan, or Eligible MSPLF Loan actually received by the Custodian and identified as relating to the Eligible MSELF Loan, Eligible MSNLF Loan, or Eligible MSPLF Loan.

Section 2.8. Permitted Investments of Funds on Deposit in an Account. Funds on deposit in the Clearing Account shall be invested by the Borrower and the proceeds of investments shall be reinvested by the Borrower in Investments. The Custodian shall facilitate the settlement of such transactions by receiving and delivering funds pursuant to applicable Instructions by the Borrower (or the Managing Member on behalf of the Borrower). The Custodian shall not be responsible or liable for any loss resulting from the investment performance of an investment or reinvestment of funds on deposit in the Clearing Account and shall not be responsible for giving any investment advice.

Section 2.9. Appointment of Agents. The Custodian may at any time or times in its discretion appoint (and may at any time remove) any other bank or trust company located in the United States to act as a custodian, as its agent to carry out such of the provisions of this Section 2 as the Custodian may from time to time direct; provided, however, that the appointment of any agent shall not relieve the Custodian of its responsibilities or liabilities hereunder.

Section 2.10. Borrower Assets in Securities Systems. The Custodian may deposit and/or maintain securities owned by the Borrower in a Securities System in accordance with applicable Federal Reserve Board and Securities and Exchange Commission rules and regulations, if any, and to the extent applicable hereto.

Section 2.11. Segregated Account. The Custodian shall upon receipt of Instructions establish and maintain a segregated account or accounts for and on behalf of the Borrower, into which account or accounts may be transferred cash and/or securities, including securities maintained in an account by the Custodian pursuant to Section 2.10 hereof, (a) in accordance with the provisions of any agreement among the Borrower, the Custodian and a broker-dealer which is a member of the FINRA, relating to compliance with the rules of any registered national securities exchange, or of any similar organization or organizations, regarding escrow or other arrangements in connection with transactions by the Borrower or (b) for any other purpose in accordance with Instructions.

Section 2.12. Ownership Certificates for Tax Purposes. The Custodian shall execute ownership and other certificates and affidavits for all federal and state tax purposes in connection with receipt of income or other payments with respect to securities of the Borrower held by it and in connection with transfers of such securities.

Section 2.13. Proxies. The Custodian shall, with respect to the securities held hereunder, cause to be promptly executed by the registered holder of such securities, if the securities are registered otherwise than in the name of the Borrower or a nominee of the Borrower, all proxies, without indication of the manner in which such proxies are to be voted, and shall promptly deliver to the Credit Administrator such proxies, all proxy soliciting materials and all notices relating to such securities.

Section 2.14. Communications Relating to Borrower Securities. The Custodian shall transmit promptly to the Borrower (with a copy to the Managing Member and Credit Administrator) all written information or documents received by the Custodian from issuers, obligors or originating lenders of the securities being held for the Borrower. With respect to tender or exchange offers, the Custodian shall transmit promptly to the Borrower, the Managing

Member and the Credit Administrator all written information received by the Custodian from issuers of the securities whose tender or exchange is sought and from the party (or its agents) making the tender or exchange offer. The Custodian shall not be liable for any untimely exercise of any tender, exchange or other right or power in connection with securities or other property of the Borrower at any time held by it unless (i) the Custodian is in actual possession of such securities or property and (ii) the Custodian receives Instructions with regard to the exercise of any such right or power, and both (i) and (ii) occur at least two Business Days prior to the date on which the Custodian is to take action to exercise such right or power. The Custodian shall also transmit promptly to the Borrower, the Managing Member and the Credit Administrator all written information received by the Custodian regarding any class action or other litigation in connection with the securities then held, or previously held, during the term of this Agreement by the Custodian for the account of the Borrower. If the Custodian receives any consent or waiver solicitation, notice of default or similar notice from any syndication agent, lead or obligor on an Eligible MSELF Loan, Eligible MSNLF Loan, or Eligible MSPLF Loan, the Custodian shall undertake reasonable efforts to forward the notice to the Credit Administrator.

For avoidance of doubt, upon and after the effective date of any termination of this Agreement, the Custodian shall have no responsibility to so transmit any information under this Section 2.14.

Section 2.15. Reports to Borrower, Lender and Manager by Independent Public Accountants.

(1) The Custodian shall provide the Borrower, the Lender and the Credit Administrator at such times as the Borrower, the Lender or the Credit Administrator may reasonably require, with reports by independent public accountants on the accounting system, internal accounting control and procedures for safeguarding securities, including securities deposited and/or maintained in a Securities System, relating to the services provided by the Custodian under this Agreement; such reports shall be of sufficient scope and in sufficient detail, as may reasonably be required by the Borrower (or the Lender or the Credit Administrator on behalf of the Borrower) to provide reasonable assurance that any material inadequacies would be disclosed by such examination, and, if there are no such inadequacies, the reports shall so state.

(2) Without limiting the generality of the foregoing, the Custodian shall provide the following at the Borrower's request: documentary evidence to support the assertion that the Custodian maintains effective internal controls over financial reporting and information security (e.g., relevant internal controls reports, including System and Organization Controls (SOC), and internal compliance assessments) and access to policies and procedures governing the Custodian's operations as they relate to the performance of the services (including, without limitation, ethics policies and security policies and procedures). The Custodian and the Lender will cooperate to determine at the time of the request the specific nature of such documentation.

(3) The Custodian shall provide to the Borrower the System and Organization Control 1 ("SOC 1") – Type II reports of the Custodian and its Affiliates with respect to their respective operations and controls relevant to the performance of services under this

Agreement, which reports have been prepared by an accredited independent auditor in accordance with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements (SSAE No. 18) and International Standards of Attestation Engagements No. 3402, or successor standard report ("SOC 1 Reports"). The Custodian's SOC 1 Reports must include, without limitation, the Information Technology General Controls SOC 1 Report (or such other equivalent or successor report that is consistent with industry standards). The Custodian shall provide SOC 1 Reports to the Borrower at least annually. If the Custodian's SOC 1 Report covers a period other than a calendar year, the Custodian shall also provide the Borrower a letter signed by a responsible officer of the Custodian attesting for the period of time from the end of the period covered by the SOC 1 Report through the calendar year in which that end date occurs (the "bridge period"). Each bridge letter shall state that, during the applicable bridge period, to the Custodian's knowledge after due inquiry, except as may be identified in such bridge letter, there have not been any significant changes in the Custodian's internal controls from those represented in the previous SOC 1 Report that could materially and adversely affect the conclusions reached in such report.

(4) The Custodian from time to time shall provide the Borrower, the Administrator and the Credit Administrator, upon written request, with (i) statements of account relative to the Clearing Account, the Principal Proceeds Account, the Interest Proceeds Account and the Expense Reserve Account in accordance with the Custodian's customary practices (provided that, to the extent that the information contained in such statements of account is supplied by a Person other than the Custodian, the Custodian shall not be responsible for the timeliness or accuracy of the information received by it), (ii) information regarding the amount of cash and cash equivalents available for investment and other assets held in the Accounts, and (iii) such other information as the Borrower, Administrator or Credit Administrator may reasonably request.

(5) The Custodian shall cooperate with the Administrator and the Credit Administrator in connection with the daily accounting and reconciliation of cash and securities held by the Custodian, and participations in Eligible MSELF Loans, Eligible MSNLF Loans, and Eligible MSPLF Loans, and preparation of the Daily Summary Report (as defined in the Administration Agreement).

Section 3. Instructions. "Instructions." as such term is used throughout this Agreement, means a writing signed or initialed by one or more person or persons as the Borrower shall have from time to time authorized (it being understood that the Managing Member and the Credit Administrator shall have the authority to provide such Instructions on behalf of the Borrower as of the date on which the parties hereto are entering this Agreement). Upon receipt by the Custodian of a Notice of Exclusive Control (as defined in the Control Agreement) pursuant to the Control Agreement, the Custodian acknowledges that the Secured Party under the Control Agreement shall have the sole authority to provide Instructions. Each such writing shall set forth the specific transaction or type of transaction involved. Oral instructions will be considered Instructions if the Custodian reasonably believes them to have been given by a person authorized to give such instructions with respect to the transaction involved; the Borrower (or the Managing Member or Credit Administrator on behalf of the Borrower) shall cause all oral instructions to be confirmed in writing. Instructions may include



communications effected directly between electro-mechanical or electronic devices; provided that the Borrower and the Custodian agree to security procedures. For purposes of this Section, Instructions shall include instructions received by the Custodian pursuant to any three-party agreement which requires a segregated asset account in accordance with Section 2.11. Instructions may be standing or continuing instructions.

Any Instructions given to the Custodian pursuant to Section 2.7 shall specify the specific amounts of the allocations, payments, amounts, deposits, transfers or withdrawals addressed therein, and such other information as shall be sufficient to enable the Custodian to carry out such Instructions and take the related actions in accordance with the Section 2.7 of this Agreement.

The Custodian shall be fully protected in relying exclusively on any of the information set forth in any Instruction delivered to it and shall have no independent obligation to verify, calculate or recalculate any amount set forth in any such Instructions delivered in accordance with this Agreement.

Concurrently with the execution of this Agreement, and from time to time thereafter, as appropriate, the Borrower shall deliver to the Custodian, duly certified by a Responsible Officer of the Managing Member and/or the Credit Administrator, a certificate setting forth: the names, titles, signatures and scope of authority of all persons authorized to give Instructions or any other notice, request, direction, instruction, certificate or instrument on behalf of the Borrower (it being understood that the Custodian hereby acknowledges that any incumbency certificate delivered by each of the Managing Member and/or the Credit Administrator on the Closing Date constitutes a certificate meeting the aforementioned requirements). Such certificate may be accepted and relied upon by the Custodian as conclusive evidence of the facts set forth therein and shall be considered to be in full force and effect until receipt by the Custodian of a similar certificate to the contrary.

Section 4. Evidence of Authority. Absent bad faith, willful misconduct and gross negligence, the Custodian shall be protected in acting upon any instructions, notice, request, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed by or on behalf of the Borrower. The Custodian may receive and accept a certificate of (a) a Responsible Officer of the Managing Member or the Credit Administrator as conclusive evidence of the authority of any person to act in accordance with such certificate or (b) of a Responsible Officer of the Managing Member as conclusive evidence of any determination or of any action by the Managing Member pursuant to the LLC Agreement as described in such certificate, and such certificate may be considered as in full force and effect until receipt by the Custodian of written notice to the contrary.

Section 5. Actions Permitted without Express Authority. The Custodian may in its discretion, without express authority from the Borrower:

- (1) make payments to third parties for de minimis expenses of handling securities or other similar items relating to its duties under this Agreement provided that all such payments shall be accounted to the Borrower;

- (2) surrender securities in temporary form for securities in definitive form;
- (3) endorse for collection, in the name of the Borrower, checks, drafts and other negotiable instruments; and
- (4) in general, attend to all non-discretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the securities, Eligible MSELF Loans, Eligible MSNLF Loans, Eligible MSPLF Loans and property of the Borrower except as otherwise directed by the Managing Member.

Section 6. Duties of Custodian with Respect to the Books of Account. The Custodian shall cooperate with and supply necessary information to the Administrator to keep the books of account of the Borrower or, if directed in writing to do so by the Borrower (or the Managing Member on behalf of the Borrower), shall itself keep such books of account, but only on a “book basis,” and the Custodian shall have no responsibility for determining any tax accounting for the Borrower with respect to the Borrower or with respect to any holder’s interest in the Borrower.

Section 7. Records and Audits. Upon reasonable prior notice by the Managing Member, the Custodian agrees to afford the Managing Member, the Credit Administrator, the Administrator, the Board of Governors of the Federal Reserve System, the United States Department of the Treasury and other governmental oversight entities and their respective authorized agents (including, but not limited to, external auditors) reasonable access during normal business hours to make examinations of the Records (as defined below) and to cause its personnel to assist in any such examinations of such records and allow copies of such records to be made. Such examinations will be conducted in a manner that does not unreasonably interfere with the normal operations or employee relations of the Custodian. The Custodian shall, at the Managing Member or Credit Administrator’s request, supply the Managing Member or Credit Administrator with a tabulation of securities owned by the Borrower and held by the Custodian and shall, when requested to do so by the Managing Member or Credit Administrator and for such compensation as shall be agreed upon between the Borrower and the Custodian, include certificate numbers in such tabulations. In addition, at the request of the Borrower, the Custodian will meet with one or more of the Managing Member’s directors or designated staff at a mutually agreeable time to discuss matters that fall within the scope of this engagement.

Except as otherwise directed by the Managing Member, for the term of this Agreement, the Custodian shall keep and retain and make easily accessible all information, materials and records (collectively, “Records”) in whatever format which it has or which comes into its possession in connection with the transaction and the services provided under this Agreement, in each case to the extent consistent with the Custodian’s internal records and maintenance and records retention policy, provided that prior to any destruction of any Records by the Custodian in accordance with such policy, the Custodian shall notify the Managing Member and provide the Managing Member with an opportunity to take possession of such Records from the Custodian. Upon the termination of this Agreement or its services hereunder, the Custodian 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 Custodian shall provide an Officer’s Certificate certifying as to whether (a) it has kept and

retained the Records in accordance with the requirements set forth herein and (b) the Records being transferred represent all of the Records that have not been previously delivered or destroyed in compliance with this paragraph. Notwithstanding the foregoing, the Custodian may make and retain copies of Records to satisfy existing internal audit, compliance or record retention requirements, provided that the Officer's Certificate includes information as to the copies of Records that it is retaining.

In addition to the Records, the Custodian shall maintain books and records that relate to the Custodian's performance of its obligations under the Agreement and its operations and controls relevant to its performance of the Agreement, including the materials referenced in Exhibit A and documents and materials that support the books and records and the Custodian's relevant policies and procedures (collectively, "Records of Operations"). Records of Operations include records relating to the Custodian's information technology and communications systems and information security. The Custodian shall retain the Records of Operations and make them available to the Borrower and the Managing Member for audit or review during the term of the Agreement and thereafter for two years. If any review, audit, investigation, or litigation is pending when such period would otherwise end, the Custodian shall continue to retain the Records of Operations until the review, audit, investigation, or litigation is closed. The Custodian may retain Records of Operations in any format as long as they remain accessible for review and audit in accordance with this Section. The Borrower or the Managing Member may conduct compliance reviews and audits using employees, agents, representatives, contractors, or designees of the Managing Member or of the Board of Governors. The Custodian shall make Records of Operations available to the Borrower and the Managing Member for review or audit during normal business hours, and the Custodian shall cause its personnel to assist in any such examinations of such records and allow copies of such records to be made. The Custodian shall bear the expense of compiling Records of Operations for review and audit, and the Custodian shall allow the Borrower or the Managing Member to make copies of all Records of Operations the Borrower or the Managing Member determines necessary or useful. Otherwise, the Borrower or the Managing Member shall conduct compliance reviews and audits at the Borrower's expense. The Custodian shall provide reasonable assistance at no extra charge. Notwithstanding the audit and inspection rights conferred by this Section 7, the Custodian reserves the right to impose reasonable limitations on the number, frequency, timing and scope of audits and inspections requested by the Borrower or the Managing Member so as to prevent or minimize any potential impairment or disruption of the Custodian's operations, distraction of its personnel or breaches of security or confidentiality.

The provisions of this Section 7 shall survive the termination of this Agreement until the Records have been transferred as provided in this Section and the period for review and audit expires.

Section 8. Opinion of Borrower's Independent Accountant. The Custodian shall take all reasonable action, as the Borrower (or the Managing Member or the Credit Administrator on behalf of the Borrower) may from time to time request, to obtain from year to year favorable opinions from the Borrower's independent accountants.

Section 9. Compensation of Custodian. The Borrower shall pay to the Custodian such fees for its services and its costs and expenses as are required to be paid pursuant to the

terms of the Fee Letter. The agreements in this Section 9 shall survive the termination of this Agreement, to the extent of Fees earned or Costs and Expenses incurred or accrued prior to the effective date of such termination.

Section 10. Responsibility of Custodian. So long as and to the extent that it is in the exercise of reasonable care, the Custodian shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed by the proper party or parties; provided that the foregoing shall not be construed to relieve the Custodian from its obligations to act in accordance with Instructions and in accordance with the most recent incumbency certificate it has received setting for the Responsible Officers of the Managing Member, the Credit Administrator or other designee of the Managing Member. The Custodian shall be held to the exercise of reasonable care in carrying out the provisions of this Agreement, but the Borrower agrees to pay, indemnify, and hold the Custodian and each of its Related Parties (each, an "Indemnitee") harmless and defend them from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, subject to the second succeeding proviso, the reasonable fees, expenses and disbursements of legal counsel) or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement that the Custodian has not been reimbursed for pursuant to the Fee Letter (all the foregoing, collectively, the "Liabilities"); provided that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Liabilities to the extent such Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence, bad faith, fraudulent acts or willful misconduct of such Indemnitee; provided further that the Borrower shall not be obligated to pay, indemnify or hold harmless any Indemnitee if such Indemnitee (i) does not provide reasonably prompt notice to the Borrower (with a copy to the Managing Member) of any claim for which indemnification is sought, provided that the failure to provide notice shall only limit the indemnification provided hereby to the extent of any incremental expense or actual prejudice as a result of such failure or (ii) admits any liability or incurs significant expenses after receiving actual written notice of the claim (which is sufficiently specific to give reasonable notice of the existence of the claim and the expenses of the legal proceedings), or agrees to any settlement without the written consent of the Managing Member, which consent shall not be unreasonably withheld. The Borrower may, in its sole discretion, and at its expense, control the defense of the claim including, without limitation, designating counsel for the Custodian (which counsel shall be reasonably satisfactory to the Indemnitees) and controlling all negotiations, litigation, arbitration, settlements, compromises and appeals of any claim; provided that (i) the Borrower may not agree to any settlement involving any Indemnitee that contains any element other than the payment of money and complete indemnification of the Indemnitee without the prior written consent of the affected Indemnitee and (ii) the Borrower shall engage and pay the reasonable expenses of separate counsel for the Indemnitee to the extent that the interests of the Indemnitee are in conflict with those of the Borrower. The Borrower shall be responsible to pay the reasonable fees of such separate legal counsel if such a conflict exists.

The Custodian shall be responsible for maintaining and preserving its operations, facilities and systems (including its computer and communication systems) in a manner

consistent with commercial and supervisory standards prevalent in its industry and otherwise consistent with its obligations under this Agreement. All data related to the servicing of the Main Street Lending Program will reside in the Custodian's US data centers (or US data centers of a third-party provider to the Custodian, for which the Custodian will be fully responsible). So long as the Custodian shall have complied with the foregoing maintenance or preservation requirements and provided that any delay or failure to take such action as may be required under this Agreement could not be prevented by the exercise of reasonable diligence by the Custodian, the Custodian shall not be liable for any delay or failure to take any action as may be required under this Agreement to the extent that any such delay or failure is caused by: (i) an act of God or by acts of declared or undeclared war, acts of terrorism, public disorder, rebellion or sabotage, epidemics, landslides, lightning, fire, hurricanes, earthquakes, floods or similar events or the interruption or suspension of any external communication or power systems; (ii) errors by the Borrower, the Managing Member, the Credit Administrator or any other third-party agent of the Borrower in their respective instructions to the Custodian provided such instructions have been in accordance with this Agreement; (iii) the insolvency of or acts or omissions by a Securities System; (iv) any delay or failure of any broker, agent or intermediary, central bank or other commercially prevalent payment or clearing system to deliver to the Custodian's sub-custodian or agent securities purchased or in the remittance or payment made in connection with securities sold; and (v) any delay or failure of any company, corporation, or other body in charge or registering or transferring securities in the name of the Custodian, the Borrower, the Custodian's sub-custodians, nominees or agents or any consequential losses arising out of such delay or failure to transfer such securities including non-receipt of bonus, dividends and rights and other accretions or benefits. The preceding sentence shall not relieve the Custodian from using its reasonable best efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Custodian shall provide the Borrower, the Managing Member and the Credit Administrator with written notice of any such failure or delay.

The Custodian will maintain such disaster recovery and business continuity capabilities as are commercially reasonable and appropriate to maintain the continuity of services to Borrower and Managing Member in the event of a disaster or disruption in its operations. The Custodian 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 Custodian's disaster recovery plan and business continuity program with the Custodian once each year onsite at the Custodian's facilities or through remote meeting arrangements, in either case on a mutually agreed date during normal business hours. The Custodian 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 Borrower or the Managing Member.

The Custodian shall maintain a comprehensive information security program during the term of the Agreement and thereafter as long as the Custodian retains any Confidential Information, and the Custodian will provide to the Managing Member documentary evidence reasonably satisfactory to Managing Member to demonstrate the security, integrity, and availability of the Custodian's information systems. As a condition to the Borrower or

Managing Member's providing, or authorizing or instructing any other person to provide, Confidential Information for the Custodian to store or process in the Custodian's information systems, the Managing Member may require the Custodian to respond to the Managing Member's Information Security Review Questionnaire. The Custodian'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 Custodian, if required, with reference to the Questionnaire Response. Thereafter, during the term of the Agreement, the Custodian reserves the right to make changes to its information security controls at any time and at the sole discretion of the Custodian in a manner that it reasonably believes does not materially reduce the protection afforded to the Confidential Information. From time to time during the term of the Agreement, the Managing Member may require the Custodian 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 Custodian shall provide any information the Managing Member may request so that the Managing Member may assess the impact of the Custodian's change on the performance of Services. At the Managing Member's request, the Custodian shall also update the Questionnaire Response and respond to any new or supplemental information security questions the Managing Member may require of the Borrower's vendors from time to time. The Custodian shall provide any updated Questionnaire Response and responses to any new or supplemental information security questions to the Managing Member promptly after the request. The Borrower may suspend the Custodian's provision of Services until the Borrower or the Managing Member assesses the effect on the Borrower of any additional information or changes to the Custodian's information security policies or systems affecting information security if the Borrower reasonably believes the Custodian may have materially reduced the protection it applies to the Borrower's Confidential Information. The Custodian shall prepare and review with the Managing Member a plan of action and report to the Managing Member periodically (on a schedule agreed with the Managing Member) about the Custodian's progress to address any deficiencies identified by the Managing Member. If the Managing Member believes the plan of action is insufficient and the Custodian declines to revise it, the parties shall escalate the disagreement through their respective managements for dispute resolution. In all instances in which the Custodian must provide information to the Managing Member about the Custodian's information technology infrastructure or information security policies under this Section, the Custodian shall not be required to disclose such information that the Custodian reasonably determines would compromise the security of the Custodian's technology, networks, systems, or premises or that would cause the Custodian to adversely affect or breach its obligations of confidentiality to other Custodian clients; provided that the Custodian reasonably cooperates with the Managing Member to provide responsive information in a manner that minimizes or avoids the Custodian's security concern.

The Custodian shall report promptly to the Borrower and the Managing Member the occurrence of any Risk Event and the Custodian's plan to address the Risk Event to avoid or mitigate any adverse consequences to the Borrower or the Managing Member (provided that such notice obligation is limited or excused for such period of time as the Custodian is prohibited by law, rule, regulation, or other governmental authority from notifying the Borrower or the Managing Member). The Custodian shall proceed diligently to implement the avoidance or mitigation plan and report its progress periodically to the Borrower and the Managing Member.

For purposes of this paragraph, a “Risk Event” is any event that occurs in the Custodian’s operations, whether related directly to the performance of services under this Agreement or otherwise, that in the reasonable opinion of the Custodian may result in harm to the reputation or operations of, risk of financial loss to, or risk of legal liability for any of the Company, the Managing Member, the Board of Governors of the Federal Reserve System or another Reserve Bank, or the United States Treasury. Events underlying “Risk Events” may include, without limitation, (i) unplanned and nonroutine events in the Custodian’s operations, (ii) external events that affect the Custodian’s business processes or controls, including security breaches, human errors or technological failures or disruptions to the Custodian’s operations, and (iii) misconduct by the Custodian’s officers, directors, employees, or contractors assigned to provide services under this Agreement.

To the extent that the Borrower (or the Credit Administrator on behalf of the Borrower) requires the Custodian to take any action with respect to securities and such action involves the payment of money or which action may, in the reasonable opinion of the Custodian, result in the Custodian being liable for the payment of money or incurring liability of some other form (other than in respect of Costs and Expenses or with respect to the Custodian’s obligations pursuant to Section 2.7(2)), the Borrower, as a prerequisite to requiring the Custodian to take such action, shall provide indemnity to the Custodian in a reasonable amount sufficient to protect the Custodian against the reasonable costs or liabilities of taking such action. Notwithstanding anything to the contrary in this Section 10, the Custodian shall not be relieved of its obligations under Section 2.7(2).

If the Custodian or its nominee shall incur or be assessed any charges, expenses, assessments, claims or liabilities in connection with monies improperly credited to any account of the Borrower held at the Custodian or in connection with the settlement of securities, foreign exchange, failed trades, assumed settlements, returned funds, bounced checks, other account overdrafts or advances of cash or securities consummated in connection with the performance of this Agreement, other than as provided in Section 2.7(2) and, except such as may arise from its or its nominee’s own negligent action, negligent failure to act, bad faith, fraudulent actions or willful misconduct, any property at any time held for the account of the Borrower shall be security therefor and the Custodian shall be entitled to utilize available cash and to dispose of the Borrower assets to the extent necessary to obtain reimbursement, subject to the last sentence of this Section 10.

Anything in this Agreement notwithstanding, in no event shall the Custodian, the Borrower or the Managing Member shall be liable for special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

The indemnification obligations under this Section 10 shall be secured by the security above, subject to the last sentence of this Section 10, and shall survive the 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.

The Custodian hereby agrees that any rights it may have in any property of the Borrower shall be subordinate to the security interest of the Secured Party under the Security Agreement.

The Custodian shall not, and shall not accept Instructions to, facilitate the processing and settlement of foreign exchange transactions. Foreign exchange transactions do not constitute part of the services provided by the Custodian under this Agreement.

Section 11. Tax Law. The Custodian shall have no responsibility or liability for any obligations now or hereafter imposed on the Borrower or the Custodian solely in its capacity as custodian of the Borrower by the tax law of the United States or of any state or political subdivision thereof (other than taxes in the nature of an income tax imposed upon the Custodian or its organization). It shall be the responsibility of the Borrower to notify the Custodian of the obligations imposed on the Borrower or the Custodian as custodian of the Borrower by the tax law of countries other than for those taxes imposed by the United States or of any state or political subdivision thereof, including responsibility for withholding and other taxes, assessments or other governmental charges, certifications and governmental reporting. The sole responsibility of the Custodian with regard to such tax law shall be to use reasonable efforts to assist the Borrower with respect to any claim for exemption or refund under the tax law of countries for which the Borrower has provided such information.

Section 12. Representations and Warranties. Each of the Borrower and the Custodian represents and warrants that:

(a) It is duly incorporated or organized, is validly existing and in good standing (to the extent applicable for such party) in its jurisdiction of incorporation or organization and is qualified to conduct its business in every jurisdiction where the performance of its obligations in such jurisdiction makes such qualification necessary;

(b) It 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;

(c) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party 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 equitable principles (whether enforcement is sought by proceedings in equity or at law); and

(e) The execution, delivery and performance of this Agreement and the documents, instruments and transactions required hereunder will not violate any Requirement of Law or any Contractual Obligation of such party, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of such party and will not result in, or require, the creation or imposition of any Lien on any of such party's property, assets



or revenues pursuant to the provisions of any Requirement of Law or any such Contractual Obligation.

Further, the Borrower represents and warrants that it does not engage in an "Internet gambling business," as such term is defined in Section 233.2(r) of Federal Reserve Regulation GG (12 CFR 233) and covenants that it shall not engage in an Internet gambling business. In accordance with Regulation GG, the Borrower is hereby notified that "restricted transactions," as such term is defined in Section 233.2(y) of Regulation GG, are prohibited in any dealings with the Custodian pursuant to this Agreement or otherwise between or among any party hereto.

Moreover, the Borrower hereby acknowledges and agrees that it shall promptly notify the Custodian of any statute, regulation, rule, or other regulatory requirement or policy governing the Borrower, and any change thereto, which may affect the Custodian's responsibilities under this Agreement.

Section 13. Termination and Amendment. This Agreement shall continue in full force and effect until it has been terminated in accordance with this Section 13. Neither this Agreement nor any terms hereof may be amended, supplemented or modified (except as otherwise expressly provided herein) except as mutually agreed by the Borrower, the Managing Member and the Custodian. The Managing Member or the Custodian may terminate this Agreement for any reason upon not less than 30 days' prior written notice to each other party hereto; provided that no termination of this Agreement by the Custodian shall be effective until the Managing Member shall have appointed a successor custodian and such successor has agreed in writing to act as the successor custodian. In the event that a successor custodian is appointed pursuant to this Section 13, the Custodian shall cooperate with the Managing Member, the Borrower and any successor custodian in making an orderly transfer of the duties of the Custodian. The Custodian shall provide such transition support for a period of not less than 180 days following the effective date of the termination of this Agreement. If the Managing Member shall fail to appoint a successor custodian or such successor has not accepted its appointment within 90 days after notice of termination from the Custodian, then the Custodian may petition any court of competent jurisdiction for the appointment of a successor custodian. The Managing Member may (i) substitute another bank or trust company for the Custodian by giving notice as described above to the Custodian, or (ii) immediately terminate this Agreement in the event of the appointment of a conservator or receiver for the Custodian by the Comptroller of the Currency or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction. Notwithstanding the foregoing, the Managing Member may terminate the Agreement at any time for any reason.

In addition to support for the orderly transfer of duties to a successor custodian and the transfer of Records as described in Section 7, the Custodian shall provide, for a period of up to 180 days following the termination of the Agreement, such other transition assistance as the Borrower or the Managing Member may request. Transition assistance may include, without limitation, providing to the Borrower, the Managing Member, or a third-party designated by either of them reasonable access to Custodian personnel to answer questions about the services and facilitate transition planning and performing other services reasonably requested by the Borrower or Managing Member to avoid disruption to the business and operations of the Borrower during the transfer of duties to a successor custodian. The Custodian shall assign

Custodian personnel who regularly perform services for the Borrower to assist with any transition. Following delivery of a termination notice or other purported termination of the Agreement, the Custodian will cooperate with the Borrower to establish the scope of Transition Assistance to be provided. Fees for the Transition Assistance ("Transition Fees") will be the lesser of the pro rata amount of the fees that would have been in effect during the relevant period or as agreed by the parties. The Custodian shall provide reasonable supporting documentation identifying the relevant resources required by the Custodian to provide the specified Transition Assistance.

Upon termination of this Agreement, the Borrower shall pay and reimburse to the Custodian all Fees, Costs and Expenses and indemnities to the extent incurred or arising, or relating to events occurring, before the termination of this Agreement when cash is available in the Clearing Account to pay such Fees or Costs and Expenses (in both cases, as provided in the Fee Letter) or indemnities.

Section 14. Successor Custodian. Upon the appointment of a successor custodian, the Custodian shall, upon termination and receipt of Instructions, deliver to such successor custodian at the office of the Custodian, duly endorsed and in the form for transfer, all securities then held by it hereunder and shall transfer to an account of the successor custodian all of the Borrower's securities held in a Securities System.

If no such successor custodian shall be appointed, the Custodian shall, in like manner, upon receipt of Instructions, deliver at the office of the Custodian and transfer such securities, funds and other properties in accordance with such Instructions.

In the event that securities, funds and other properties remain in the possession of the Custodian after the date of termination hereof owing to failure of the Borrower, Managing Member or Credit Administrator to provide Instructions as aforesaid, the Custodian shall be entitled to fair compensation for its services during such period as the Custodian retains possession of such securities, funds and other properties and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect.

Section 15. Anti-Money Laundering. The Borrower acknowledges that the Custodian is required to comply with a number of federal regulations and policies concerning matters such as the identity of its customers and the source of funds it handles, including the Bank Secrecy Act and the USA Patriot Act, and all regulations issued thereunder, and the regulations issued by the U.S. Department of Treasury, Office of Foreign Asset Control (together, the "U.S. Money Laundering and Investor Identification Requirements"). Accordingly, the Borrower confirms that it or the Managing Member has complied and shall continue to comply with all applicable U.S. Money Laundering and Investor Identity Requirements with respect to the account of the Borrower, including without limitation maintaining and effecting appropriate procedures to verify suspicious transactions and the source of funds for settlement of transactions.

Section 16. General.

**Section 16.1. 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 LAW OF THE STATE OF NEW YORK.**

Section 16.2. Prior Contracts. This Agreement supersedes and terminates, as of the date hereof, all prior contracts between the Borrower and the Custodian relating to the custody of the Borrower's assets.

Section 16.3. Assignment. Except as permitted in this Agreement, the Custodian may not transfer or assign this Agreement, including as part of a merger or change of control, or subcontract the performance of any services without the prior written consent of the Borrower and the Secured Party. The parties acknowledge that the Custodian may use the entities identified on Appendix A hereto in order to provide the services; provided that such entities may not provide services constituting data retention or data storage or if they cease to be Affiliates of the Custodian. The Borrower and the Secured Party may each give or withhold its consent to any proposed transfer, assignment, or subcontract in its sole discretion. Any transfer, assignment, or subcontract made by the Custodian without the Borrower's or the Secured Party's consent is void. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Custodian and their respective successors and assigns permitted hereby.

The Custodian shall cause any subcontractor or agent it engages to perform the subcontracted or delegated services in accordance with the terms of this Agreement, and the Custodian remains liable for all services performed by the subcontractor or agent as if such services were performed directly by the Custodian. The Custodian is fully responsible for all acts and omissions of its employees, personnel, agents, representatives, and subcontractors it engages to perform the services.

The Custodian will remain liable for compliance with this Agreement in all respects by any subcontractor or agent it engages, whether consented to by the Managing Member or not.

Nothing in this Agreement creates any contractual relationship between any subcontractor or agent engaged by the Custodian and the Managing Member or the Lender, or any obligation on the part of the Managing Member or the Lender, to pay or to see to the payment of any monies due any such subcontractor or agent.

Neither the Borrower nor the Managing Member shall be directly liable to any Affiliate or third-party agent engaged by the Custodian. The Custodian shall not impose additional fees for such services or any expenses incurred by the Custodian to engage a third-party agent except to the extent the Borrower consents to reimbursement of fees payable to third-party agents.

Section 16.4. Interpretive and Additional Provisions. In connection with the operation of this Agreement, the Custodian and the Managing Member may from time to time agree on such provisions interpretive of or in addition to the provisions of this Agreement as may in their joint opinion be consistent with the general tenor of this Agreement. Any such interpretive or additional provisions shall be in a writing signed by both parties and shall be annexed hereto, provided that no such interpretive or additional provisions shall contravene any applicable federal or state regulations or any provision of the LLC Agreement. No interpretive or additional

provisions made as provided in the preceding sentence shall be deemed to be an amendment of this Agreement.

Section 16.5. Notices. All notices, requests, consents and demands to or upon the respective parties hereto to be effective shall be in writing (including by electronic mail) and, unless otherwise expressly provided herein, must be delivered by messenger, overnight courier service or electronic mail, and shall be deemed to have been duly given or made when delivered, or, in the case of notice by electronic mail transmission, when acknowledged by the receiving party or otherwise verified by the sending party (whichever occurs first), addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

If to the Borrower, to:

MS Facilities LLC  
c/o Federal Reserve Bank of Boston  
600 Atlantic Avenue  
Boston, MA 02210  
Attention: Executive Vice President  
Telephone:  
Email:

and:

Federal Reserve Bank of Boston  
600 Atlantic Avenue  
Boston, MA 02210  
Attention: Senior Vice President and General Counsel  
Telephone:  
Email:

If to the Custodian, to:

State Street Bank and Trust Company  
200 Newport Avenue  
JQB 3<sup>rd</sup> Floor  
Quincy, MA 02171 Attention: Managing Director  
Email:  
Telephone:

with a copy to:

State Street Bank and Trust Company

One Lincoln Street  
Boston, MA 02111  
Attention: Senior Vice President, Legal Division – Global Services America

If to the Managing Member, to:

Federal Reserve Bank of Boston  
600 Atlantic Avenue  
Boston, MA 02210  
Attention: Executive Vice President  
Telephone:  
Email:  
With a copy sent by email to:  
With a copy sent Attention: Senior Vice President and General  
Counsel

If to the Credit Administrator, to:

Attention:  
Email:  
Telephone :

With a copy to the Credit Administrator's General Counsel

Attention: Office of the General Counsel  
Email:  
Telephone:  
With a copy to

The parties do not intend the formalities of this Section 16.5 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.

Section 16.6. 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.

Section 16.7. 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.

Section 16.8. Reproduction of Documents. This Agreement and all schedules, exhibits, addenda, attachments and amendments hereto may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties hereto agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

Section 16.9. Shareholder Communications. Securities and Exchange Commission Rule 14b-2 requires banks which hold securities for the account of customers to respond to requests by issuers of securities for the names, addresses and holdings of beneficial owners of securities of that issuer held by the bank unless the beneficial owner has expressly objected to disclosure of this information. In order to comply with the rule, the Custodian needs the Borrower to indicate whether it authorizes the Custodian to provide the Borrower's name, address, and share position to requesting companies whose stock the Borrower owns. If the Borrower tells the Custodian "no", the Custodian will not provide this information to requesting companies. If the Borrower tells the Custodian "yes" or does not check either "yes" or "no" below, the Custodian is required by the rule to treat the Borrower as consenting to disclosure of this information for all securities owned by the Borrower or any funds or accounts established by the Borrower. For the Borrower's protection, the Rule prohibits the requesting company from using the Borrower's name and address for any purpose other than corporate communications. Please indicate below whether the Borrower consents or objects by checking one of the alternatives below.

- YES  The Custodian is authorized to release the Borrower's name, address, and share positions.
- NO  The Custodian is not authorized to release the Borrower's name, address, and share positions.

Section 16.10. Confidentiality. The Custodian agrees to keep confidential all nonpublic information provided to it by the Borrower (or the Administrator on behalf of the Borrower), the Credit Administrator, the Managing Member or any other Person pursuant to or in connection with this Agreement or the other Operative Documents ("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 Custodian's operations as they relate to its performance of the Agreement. Subject to such limitation, the Custodian may disclose any such information (a) 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"), (b) upon the request or demand of any Governmental Authority, (c) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (d) in connection with any litigation or similar

proceeding, (e) that has been publicly disclosed other than by the Custodian or any of its Representatives in violation of this Section 16.10, (f) if agreed by the Managing Member in its sole discretion or (g) to the limited extent required to fulfill its obligations under this Agreement; provided that (i) pursuant to clause (b) above, the Custodian shall notify the Borrower 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 (ii) pursuant to clauses (c) and (d) above, prior to any disclosure of such information, the Custodian shall notify the Borrower 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 Borrower's or the Managing Member's written request, at its sole cost and expense, take all reasonable actions the Borrower or the Managing Member may wish to take to ensure that any information disclosed shall be accorded confidential treatment. The Custodian further agrees that it shall be responsible for compliance by each of its Representatives with this Section 16.10. The Custodian 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 Custodian by this Section 16.10.

The Custodian further 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 LLC or the Managing Member, unless the Custodian has first obtained the express prior written consent of the President or the First Vice President and Chief Operating Officer of the Managing Member. Unless prohibited by law or regulation, the Managing Member shall endeavor to provide reasonable advance notice to the Custodian before the LLC or the Managing Member, its agents or its employees publicly disclose, or cause to be publicly disclosed, information regarding the Custodian'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 Custodian provides pursuant to this Agreement, including disclosures about the fees paid or payable to the Custodian.

If Confidential Information is used or disclosed in any manner not permitted under the Agreement, if the Custodian is unable to account for any Confidential Information, or if the Custodian knows any security breach or other incident has occurred that compromised the security or integrity of the Confidential Information, the Custodian shall notify the Managing Member by telephone promptly, but in no event more than one business day after the Custodian becomes aware of the unauthorized use or disclosure or the loss of Confidential Information, and will provide follow up in writing within a reasonable time thereafter; provided that the foregoing notice obligation is excused for such period of time as the Custodian is prohibited by law, rule, regulation or other governmental authority from notifying the Managing Member. The Custodian shall send its email notice addressed to \_\_\_\_\_ . The Custodian 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 Custodian shall also take measures as required by

applicable law in response to any actual unauthorized use or disclosure or loss of personally identifiable information, including notification of any individuals affected by the unauthorized use or disclosure or loss and for credit monitoring for those individuals if such notification and credit monitoring services are appropriate and/or required by law for those individuals. The Custodian shall bear the costs of all such measures taken by the Custodian.

The Custodian acknowledges that damages are not an adequate remedy for the Custodian's violation of any terms of this Section 16.10. If the Custodian violates or threatens to violate any terms of this Section, the Borrower or the Managing Member may seek injunctive relief to restrain any breach or threatened breach, or the Borrower or the Managing Member may seek specific performance of this Section. In either case, the Custodian shall not contest such an action for equitable remedies on the grounds that damages are an adequate remedy, and the Custodian shall not seek to have imposed on the Borrower or the Managing Member any obligation to post a bond or give other security as a condition to injunctive relief. The Borrower or the Managing Member may seek injunctive relief or specific performance of this article in addition to any other remedies that it may have under applicable law.

Promptly following the transfer of Record as provided in Section 7 and the orderly transition of services provided in Sections 13 and 14, the Custodian shall destroy all copies of Confidential Information then remaining in its possession or control except to the extent the Custodian is permitted to retain such copies as described in the immediately following paragraph. When the Custodian destroys materials containing Confidential Information, the Custodian 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 Custodian shall certify the destruction to the Managing Member in writing. The Custodian shall retain no copies of Confidential Information, including any included within compilations derived from and allowing identification of Confidential Information, except to the extent permitted under in the immediately following paragraph.

If the Custodian needs to retain a copy of any Confidential Information for some period of time because the Custodian (a) 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 Custodian to delete the Confidential Information), or (b) is required by applicable law, accounting rules, or other professional rules to retain a record copy of the Confidential Information, or (c) 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 Custodian may retain a copy of such Confidential Information subject to the restrictions of this Section 16.10 until the Confidential Information becomes public.

The provisions of this Section 16.10 shall survive the termination of this Agreement and continue until the Confidential Information becomes public or otherwise ceases to be Confidential Information.



Section 16.11. Other Agreements. The Custodian agrees to take all other actions reasonably related to its duties under this Agreement as are reasonably necessary for the Administrator to fulfill any obligations owing to the other parties to the Administration Agreement.

Section 16.12. **WAIVER 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.**

Section 16.13. 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 and the other Loan Documents to which it is a party, 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 Borrower at its address set forth in Section 16.5 or at such other address of which the parties hereto shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(e) 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

(f) 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, exemplary, punitive or consequential damages.

Section 16.14. No Petition. The Custodian hereby covenants and agrees that it will not prior to the date that is one year (or, if longer, the applicable preference period then in effect) plus one day after the termination of this Agreement, the termination of the Credit Agreement and the Security Documents and the first day on which all of the Obligations have been paid in full (i) commence or institute against the Borrower or join with or facilitate any other Person in commencing or instituting against the Borrower, 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 Borrower's debts. The agreements in this Section 16.14 shall survive the termination of the Agreement and the other Obligations and shall also survive the termination of the Credit Agreement and the Security Documents.

Section 16.15. Limited Recourse. Notwithstanding anything to the contrary contained in this Agreement and the other Operative Documents, the obligations of the Borrower under this Agreement and all other Operative Documents are solely the obligations of the Borrower and shall be payable solely to the extent of funds are available to the Borrower. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, the Borrower 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 16.15 shall survive the termination of this Agreement.

Section 16.16. Remote Access Services Addendum. The Custodian and the Borrower agree to be bound by the terms of the Remote Access Services Addendum to be delivered to the parties hereto.

Section 17. Conflicts of Interest. The Custodian 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 Exhibit A to this Agreement.

Section 18. Workforce Inclusion. The Custodian shall use good faith-efforts to ensure, to the maximum extent possible, the fair inclusion of women and minorities in the Custodian's workforce. The Custodian will maintain sufficient documentation that permits the Managing Member to determine whether or not the Custodian has made a good-faith effort in this regard. The Custodian understands that the Managing Member's Office Diversity & Inclusion may make a determination about whether the Custodian has made the required good-faith effort and may recommend termination of the 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 the Agreement based on that recommendation. Any termination of the Agreement by the Managing Member pursuant to this section will be without cost or penalty to the Borrower or the Managing Member (except payment for services rendered prior to the termination date) notwithstanding any other provision of the Agreement to the contrary.

The Custodian's contact for notices from the Managing Member's Office of Diversity & Inclusion is:

Name:

Title: Senior Vice President and Chief Diversity Officer

Email:

Phone:

Section 19. Key Personnel. The Custodian shall separately identify to the Managing Member certain Custodian employees filling key positions (“Key Personnel”). Except for reasons beyond the Custodian’s reasonable control, including illness, death, or termination of employment, the Custodian shall not remove, transfer, or reassign Key Personnel unless it first gives at least thirty (30) calendar days’ prior written notice to the Managing Member and identifies substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel they are replacing.

If Key Personnel become unavailable without prior notice to the Managing Member for reasons beyond the Custodian’s reasonable control, the Custodian shall notify the 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 Managing Member shall have the opportunity, at its request, object to the assignment of any individual the Managing Member finds unacceptable for the tasks to be performed. The Custodian acknowledges and agrees that the loss of Key Personnel does not excuse the Custodian’s performance as described in this Agreement.

Section 20. Cooperation. When reasonably requested by the Managing Member, the Custodian will cooperate and coordinate with other service providers of the Borrower 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. Except with respect to Instructions from the Credit Administrator pursuant to this Agreement, in no event will the Custodian 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 Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

MS FACILITIES LLC,  
as Borrower

FEDERAL RESERVE BANK OF BOSTON,  
as its Managing Member

\_\_\_\_\_  
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:

*[Signature Page to the Custodian Agreement]*

CLEARED FOR RELEASE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

MS FACILITIES LLC,  
as Borrower

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:

*[Signature Page to the Custodian Agreement]*

CLEARED FOR RELEASE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

MS FACILITIES LLC,  
as Borrower

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:

*[Signature Page to the Custodian Agreement]*

CLEARED FOR RELEASE

**Exhibit A**  
**Conflict of Interest Undertakings**

1. Custodian Objectivity. A conflict of interest exists for the Custodian when any other business relationship or financial interest of the Custodian or the Custodian's affiliates or personal or business relationships, activities, and financial interests of those of the Custodian's officers or employees who are assigned to manage or perform the services under the Agreement could impair (a) the Custodian's objectivity or impartiality in performing the services or (b) the quality of the services. As a financial services institution that provides a wide range of services and products to clients that select different service levels, the Custodian encounters inherent and sometimes actual conflicts of interest in servicing any particular client account. It is the Custodian's policy that all inherent and actual conflicts of interest be identified, evaluated, and either managed or avoided, as appropriate. The Custodian's conflict management program is embedded within each business operation. To the best of the Custodian's knowledge, other than the conflicts generally inherent in the range of services and products that the Custodian provides, there are no specific conflicts of interest in connection with providing services to the Borrower and the Managing Member pursuant to the Agreement. If circumstances arise during the term of the Agreement that create or could create a conflict of interest, the Custodian 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 Custodian.

2. Misuse of Information for Private Gain. Neither the Custodian nor any of its Representatives use any Confidential Information except to fulfill the purposes of the Agreement and as expressly permitted in the Agreement. This restriction prohibits, without limitation, use of any Confidential Information for the benefit of the Custodian or any of its affiliates or their respective directors, officers, or employees (beyond the benefit of the consideration to be received by the Custodian under the Agreement), for the benefit of any other Custodian 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.

3. Vendor Bias. The Custodian shall not recommend to the Borrower or the Managing Member in connection with the Custodian's performance of services any products or services of an individual or entity (including affiliates of the Custodian) from which the Custodian may receive a financial incentive based on (a) the Custodian's recommendation of the product or service to the Borrower or the Managing Member or (b) the Borrower's or the Managing Member's purchase of the product or service, unless, in each case, the Custodian first discloses in writing to the Borrower and the Managing Member the nature of the relationship and the specific terms of any financial incentive the Custodian may receive.

4. Managing Member Employees. The Custodian 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 Custodian 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.

5. General Policies.

5.1 The Custodian 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 Custodian and the Borrower or the Managing Member;
- (b) require reporting of any conflicts of interest between the Custodian and the Borrower 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.

5.2 The Custodian 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 Borrower 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.

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

5.4 The Custodian shall require all of its employees who receive Confidential Information as permitted in Section 16.10 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.

6 Ethical Wall. The Custodian 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 Custodian's other activities that might be in conflict with the duty the Custodian owes to Borrower 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 Custodian's duty to the Borrower and the Managing Member under this Agreement without appropriate vetting and controls being put in place by the Custodian's Legal and Compliance Departments.



The Custodian 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 Custodian 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 Custodian 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 Custodian's own review policies.

The Custodian shall conduct periodic e-mail surveillance reviews of all persons with access to Confidential Information to ensure compliance with the Custodian's information barrier procedures.

The Custodian 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.

7. Conflict Reporting and Records. Employees of the Custodian 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 Custodian shall promptly report high-level details of any material breaches to the Managing Member's appropriate ethics officer. The Custodian'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 Custodian will maintain all logs and information collected as Records of Operations and comply with all obligations applicable to Records of Operations in this Agreement.

8. Compliance Training. All employees subject to the ethical wall policy shall complete compliance training specifically designed to address the services provided under this Agreement. The compliance training program will inform each employee of their obligations under the Custodian's conflict of interest policies and information barrier procedures for the Borrower. The Custodian'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 Custodian provide such individual with access to Confidential Information. The Managing Member may assess such compliance as part of any compliance review or audit conducted pursuant to Section 7 of the Agreement.

9. Investment Restrictions. The information barrier procedures provided under this Agreement shall contain investment restrictions as deemed necessary and appropriate by the Custodian to prevent "behind the wall" individuals from trading in the securities managed under the Main Street Lending Program and serviced by the Custodian. This procedure shall be overseen by the Chief Ethics Officer of the Custodian and shall be provided to the Managing Member for review and approval.

Appendix A

Permitted Affiliates

State Street Corporate Services Mumbai Private Limited  
State Street Syntel Services Private Limited  
Statestreet HCL Services (India) Private Limited