

STATE STREET BANK AND TRUST COMPANY

**CP FUNDING FACILITY II LLC
AMENDED AND RESTATED FEE SCHEDULE
MAY 20, 2020**

**CUSTODY, ACCOUNTING AND
ADMINISTRATION SERVICES**

Reference is hereby made to the (a) Custodian Agreement dated as of **April 6, 2020**, by and between State Street Bank and Trust Company (“**State Street**”) and CP Funding Facility II LLC (the “**LLC**”) (the “**Custody Agreement**”); and (b) Administration Agreement dated as of **April 6, 2020**, by and among State Street, the LLC and the Federal Reserve Bank of New York as managing member of the LLC (the “**Managing Member**”) (the “**Administration Agreement**” and collectively with the Custody Agreement, the “**Agreements**,” as the same may be amended, supplemented, restated or otherwise modified from time to time). The parties have entered into this amended and restated fee schedule (“**Fee Schedule**”) dated **May 20, 2020**, and effective **April 6, 2020** (the “**Effective Date**”) in order to memorialize their agreement on the compensation to be paid by the LLC to State Street for the performance of the services specified in the Agreements (the “**Services**”). This Fee Schedule shall be subject to the terms and conditions of the Agreements as if it were a part thereof. Unless otherwise agreed by State Street, the LLC and the Managing Member, this Fee Schedule shall apply to the provision of the Services to the LLC. In the event of any conflict between the terms of an Agreement and the terms of this Fee Schedule relating to fees, charges, expenses or other financial terms, the terms of this Fee Schedule shall control. Unless otherwise defined, capitalized terms used herein shall have the meaning given to them in the relevant Agreement, as the context requires. State Street or one of its affiliates may provide additional services other than those described in the Agreements and this Fee Schedule from time to time as agreed with the LLC and will be entitled to compensation for those services by the LLC, whether in the form of fees agreed by the LLC for such services and/or in the form of other compensation or profit that may be separately realized by State Street or its affiliates related to those services; that compensation is separate from and in addition to the fees contemplated in this Fee Schedule.

I. Custody, Accounting and Administration

In consideration for the Services, the LLC shall be obligated to pay State Street the fees and charges set forth in this Section I, together with any applicable fees and charges payable under Section II (Additional Services) below. On a monthly basis, the LLC shall pay a fee equal to the lesser of the U.S. Custody and Administration Basis Point Fee and the U.S. Custody and Administration Maximum Fee, in each case as specified below.¹

1. U.S. Custody and Administration Basis Point Fee (per month)

	<u>Annual Basis Point Rate</u>
All Portfolio Net Assets – (as reported in financial reporting)	0.1

2. U.S. Custody and Administration Maximum Fee (per month)

\$625,000

Variable fees will be calculated based on the end of month net assets used for financial reporting (where necessary fair values are provided by PIMCO and reconciled with State Street). End of month net assets will be defined as the LLC's net assets plus loan amounts (total assets – total liabilities + FRBNY Loans).

II. Additional Services

In the event the LLC or the Managing Member requests that State Street (i) provide new or additional services not otherwise expressly required by the Agreements, (ii) modify or otherwise change the Services (including, but not limited to, the elements and/or frequency of any task or function performed as part of the Services), (iii) change the means or manner in which the Services are provided, (iv) change the location from or to which the Services are performed or (v) support or handle any non-standard, one-off or special activities, State Street shall be entitled to additional compensation for the additional work (if any) associated with the requested change (to be mutually agreed with the LLC in accordance with the Change Procedures) as a condition to its agreement to implement any such request. For avoidance of doubt, the terms of this Section (including the Change Procedures) apply, without limitation, to material changes in the legal or regulatory requirements applicable to the LLC or material changes in the legal, tax or regulatory elections or status of the LLC which result in changes to its service requirements.

In connection with any request for additional compensation in connection with a change to the Services requested by the LLC or Managing Member, State Street shall (i) provide to the LLC and the Managing Member (x) reasonable supporting documentation identifying the additional work expected to be performed by State Street and the associated relevant fees and charges in connection with the requested change and (y) a proposed revised Fee Schedule and (ii) cooperate in a commercially reasonable manner with the LLC and the Managing Member to determine the minimum necessary additional work to result from the requested change (the "Change Procedures").

III. Disclosure

This Fee Schedule will be posted publicly on the website of the Federal Reserve Bank of New York ("FRBNY") along with the Agreements.

IV. Payment of Fees

All fees and expenses shall be paid by the LLC no later than the Payment Date (as defined in the Administration Agreement) in which the fees were accrued, provided that the LLC receives an itemized invoice sufficiently in advance of such Payment Date showing the basis for which compensation is requested. The invoice must contain sufficient detail for the LLC to assess the appropriateness of the charges. If the LLC disputes all or a portion of any invoice, the LLC will notify State Street in writing of the specific reason and amount of any dispute and the undisputed amount shall be paid in the manner set forth above. The parties will work together, in good faith, to resolve any disputes as soon as reasonably practicable, and the LLC will pay the amount, if any, agreed by the parties based on the resolution.

V. Term

This Fee Schedule shall become effective as of the Effective Date, shall remain in effect for an initial period of three (3) years, and shall automatically renew for successive one-year periods from year to year thereafter, unless otherwise modified or terminated in accordance with the terms of the Agreements.

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Explanatory Notes

¹ **U.S. Custody and Administration Basis Point Fee.** The U.S. Custody and Administration Basis Point Fee will be calculated by multiplying the net asset value (NAV) of the LLC (as reported in financial reporting) on the last business day of the month by the applicable basis point rate(s), dividing the result (or the sum of the results if tiered rates apply) by 360 and multiplying that amount by 30. End of month net assets will mean the LLC's net assets plus FRBNY Loan amounts (total assets – total liabilities + FRBNY Loans). For the avoidance of doubt, net assets does not include amounts in the Preferred Equity Account (or any investments or proceeds thereof).

CLEARED FOR RELEASE

EXECUTION PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Fee Schedule as of the date first written above.

STATE STREET BANK AND TRUST COMPANY

Name:
Title: Executive Vice President

CP FUNDING FACILITY II LLC

BY:
**FEDERAL RESERVE BANK OF NEW YORK,
as the Managing Member**

Name:
Title: First vice President and COO

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