CUSTODIAN AGREEMENT

This Agreement (the "Agreement") is made as of April 6, 2020 by and between CP FUNDING FACILITY II 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 April 6, 2020 (the "Credit Agreement"), between the Borrower and the Federal Reserve Bank of New York, as lender (the "Lender") and (ii) that certain Security Agreement, dated as of April 6, 2020 (the "Security Agreement"), between the Borrower and the Lender as Secured Party;

WHEREAS, the Borrower has granted a Lien on substantially all of its assets pursuant to the Security Agreement and in connection therewith entered into the Control Agreement, effective as of April 6, 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.

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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 commercial paper, 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). With respect to uncertificated shares of or other interests ("Underlying Shares") in collective investment vehicles including, inter alia, registered investment companies ("Underlying Funds"), the holding of confirmation statements which identify such Underlying Shares as being recorded in the Custodian's name (or in the name of a nominee of the Custodian) for the benefit of the Borrower, shall be deemed custody for purposes of this Agreement.

Upon receipt of Instructions, the Custodian shall from time to time employ one or more sub-custodians located in the United States; provided that the Custodian shall have no more or less responsibility or liability to the Borrower on account of any actions or omissions of any sub-custodian so employed than any such sub-custodian has to the Custodian.

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 (a) 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") and (b) Underlying Shares owned by the Borrower which are maintained pursuant to Section 2.12 hereof in an account with State Street Bank and Trust Company or such other entity which may from time to time act as a transfer agent, registrar, corporate secretary, general partner or other relevant third party for the Underlying Funds and with respect to which the Custodian is provided with Instructions (the "Underlying Transfer Agent").

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 or in an account at the Underlying Transfer Agent, 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) Upon the receipt of payment in connection with any repurchase agreement related to such securities entered into by the Borrower;

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

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

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

(6) To the 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 into the name or nominee name of any sub-custodian appointed pursuant to Section 1; 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;

(7) 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;

(8) For exchange or conversion pursuant to any plan of merger, consolidation, recapitalization, reorganization or readjustment of the securities of the 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;

(9) 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;

(10) For delivery as security in connection with any borrowing by the Borrower requiring a pledge of assets by the Borrower;

(11) 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;

(12) Upon the sale or other delivery of such investments (including, without limitation, to one or more additional custodians appointed by the Borrower (or the Managing Member or the Manager on behalf of the Borrower), and communicated to the

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Custodian from time to time via a writing duly executed by a Responsible Officer of the Borrower (or a Responsible Officer of the Managing Member or the Manager on behalf of the Borrower)), for the purpose of engaging in repurchase agreement transaction(s) (each a "Repo Custodian"), and prior to receipt of payment therefor, if any, as set forth in written Instructions; provided that such Instructions shall set forth (a) the securities of the Borrower to be delivered and (b) the person(s) to whom delivery of such securities shall be made;

(13) In the case of a sale processed through the Underlying Transfer Agent of Underlying Shares, in accordance with Section 2.12 hereof;

(14) Pursuant to the provisions of the Control Agreement and the Security Agreement (collectively, the "Related Agreements"); and

(15) 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 or the Manager 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 or nominee name of any sub-custodian appointed pursuant to Section 1. 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 Manager on behalf of the Borrower) directs the Custodian to maintain securities in "street name", the Custodian shall utilize its best efforts only to timely collect income due the Borrower on such securities and to notify the Borrower, the Managing Member and the Manager on a best efforts basis only 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) "CPFF II Investment Account fbo FRBNY, Secured Party" account no. (the "Investment Account") and (ii) "CPFF II Clearing Account fbo FRBNY, Secured Party" account no. (the "Clearing Account"; and the Clearing Account and the Investment Account together the "Accounts"). Each Account shall be comprised 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

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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 may be administered by the Custodian on its books and records as sub-accounts of the relevant Account).

(3) Funds on deposit and securities or other assets 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.

Section 2.5. Collection of Income. Except with respect to Borrower property released and delivered pursuant to Section 2.2(13) or purchased pursuant to Section 2.6(5), and subject to the provisions of Section 2.3, the Custodian shall collect on a timely basis all 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 in the securities business, and shall collect on a timely basis all income and other payments with respect to bearer securities if, on the date of payment by the issuer, such securities are held by the Custodian or its agent thereof and shall credit such income, as collected, to the appropriate 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. Income due the Borrower on securities loaned pursuant to the provisions of Section 2.2(10) shall be the responsibility of the Borrower. 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) registered in the name of the Borrower or in the name of a nominee of the Custodian referred to in Section 2.3 hereof or in proper form for transfer; (b) in the case of a purchase effected through a Securities System, in accordance with the conditions set forth in Section 2.10 hereof; (c) in the case of a purchase of Underlying Shares, in accordance with the conditions set forth in Section 2.12 hereof; or (d) in the case of repurchase agreements entered into between the Borrower and the Custodian, or another bank, or a broker-dealer which is a member of FINRA, (i) against delivery of the securities either in certificate form or through an entry

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crediting the Custodian's account at the Federal Reserve Bank with such securities or (ii) against delivery of the receipt evidencing purchase by the Borrower of securities owned by the Custodian along with written evidence of the agreement by the Custodian to repurchase such securities from the Borrower; or (e) 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 Manager or the Custodian;

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

(5) Upon the purchase of investments including, without limitation, repurchase agreement transactions involving delivery of Borrower monies to Repo Custodian(s), and prior to receipt of such investments, if any, as set forth in written Instruction; provided that such Instructions shall also set forth (a) the amount of such payment and (b) the person(s) to whom such payment is made;

(6) Pursuant to the provisions of any Related Agreement or Loan Document; and

(7) 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. Progress Payments; Withdrawals, Deposits, Credits and Debits with respect to the Accounts.

(1) 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, in respect of the Eligible Assets 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 Reserve Account") in an amount equal to such progress payments. If the Lender has credited the Custodian Reserve Account by approximately12:00 p.m. on a Funding Date, the Custodian shall apply the funds so credited to purchase the Eligible Assets as specified in the relevant Instruction. The Custodian agrees that it shall waive any fees, costs or other expenses incurred by the

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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. The Custodian shall deposit any Eligible Assets purchased by the Borrower into the Clearing Account

(2) On each Repayment Date, the Custodian shall apply any proceeds received with respect to Eligible Assets maturing on such date as specified in an applicable Instruction.

(3) 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 Investment Account or the Clearing Account for the purposes specified in such Instruction.

Section 2.8. Permitted Investments of Funds on Deposit in an Account. Funds on deposit in an 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. 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 Investment 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 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.

The Underlying Transfer Agent shall not be deemed an agent or sub-custodian of the Custodian for purposes of this Section 2.9 or any other provision of this Agreement.

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. Deposit of Underlying Shares with the Underlying Transfer Agent. Underlying Shares beneficially owned by the Borrower shall be deposited and/or maintained in

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an account or accounts maintained with an Underlying Transfer Agent and the Custodian's only responsibilities with respect thereto shall be limited to the following:

(1) Upon receipt of a confirmation or statement from an Underlying Transfer Agent that such Underlying Transfer Agent is holding or maintaining Underlying Shares in the name of the Custodian (or a nominee of the Custodian) for the benefit of the Borrower, the Custodian shall identify by book-entry that such Underlying Shares are being held by it as custodian for the benefit of the Borrower.

(2) In respect of the purchase of Underlying Shares for the account of the Borrower, upon receipt of Instructions, the Custodian shall pay out monies of the Borrower as so directed, and record such payment from the account of the Borrower on the Custodian's books and records.

(3) In respect of the sale or redemption of Underlying Shares for the account of the Borrower, upon receipt of Instructions, the Custodian shall transfer such Underlying Shares as so directed, record such transfer from the account of the Borrower on the Custodian's books and records and, upon the Custodian's receipt of the proceeds therefor, record such payment for the account of the Borrower on the Custodian's books and records.

The Custodian shall not be liable to the Borrower for any loss or damage to the Borrower resulting from the maintenance of Underlying Shares with Underlying Transfer Agent except for losses resulting directly from fraudulent acts, bad faith, gross negligence or willful misconduct of the Custodian or any of its agents or of any of its or their employees.

Section 2.13. 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 2.14. Proxies. Except with respect to property released and delivered pursuant to Section 2.2(13), or purchased pursuant to Section 2.6(5), 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 Manager such proxies, all proxy soliciting materials and all notices relating to such securities.

Section 2.15. Communications Relating to Borrower Securities. Except with respect to property released and delivered pursuant to Section 2.2(13), or purchased pursuant to Section 2.6(5), and subject to the provisions of Section 2.3, the Custodian shall transmit promptly to the Borrower (with a copy to the Managing Member and Manager) all written information received by the Custodian from issuers 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 Manager 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

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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 Manager all written information received by the Custodian regarding any class action or other litigation in connection with securities or other assets issued in the United States and then held, or previously held, during the term of this Agreement by the Custodian for the account of the Borrower, including, but not limited to, opt-out notices and proof-of-claim forms.

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 2.15.

Section 2.16. Reports to Borrower, Lender and Manager by Independent Public Accountants. The Custodian shall provide the Borrower, the Lender and the Manager at such times as the Borrower, the Lender or the Manager 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 Manager 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.

The Custodian from time to time shall provide the Borrower and the Manager, upon written request, with (i) statements of account relative to the Investment Account and the Clearing 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 Investment Account, and (iii) such other information as the Borrower or Manager may reasonably request.

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 Manager 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 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 Manager on behalf of the

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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 2.8 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 2.8 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 Manager, a certificate setting forth: (i) 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 Manager 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 Manager 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;

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(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 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 and Calculation of Net Asset Value and Net Income. The Custodian shall cooperate with and supply necessary information to the entity or entities appointed by the Borrower to keep the books of account of the Borrower and/or compute the net asset value per membership interest of the Borrower of the outstanding membership interests of the Borrower or, if directed in writing to do so by the Borrower (or the Managing Member or the Manager on behalf of the Borrower), shall itself keep such books of account and/or compute such net asset value per membership interest of the Borrower, 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. The Borrower acknowledges and agrees that, with respect to investments maintained with the Underlying Transfer Agent, the Underlying Transfer Agent is the sole source of information on the number of shares or interests held by it on behalf of the Borrower and that the Custodian has the right to reasonably rely on holdings information furnished by the Underlying Transfer Agent to the Custodian in performing its duties under this Agreement, including without limitation, the duties set forth in this Section 6 and in Section 7 hereof, provided, however, that the Custodian shall be obligated to reconcile information as to purchases and sales of Underlying Shares contained in trade instructions and confirmations received by the Custodian and to report promptly any discrepancies to the Underlying Transfer Agent and the Managing Member and the Manager. The Borrower acknowledges that, in keeping the books of account of the Borrower and/or making the calculations described herein with respect to Borrower property released and delivered pursuant to Section 2.2(13), or purchased pursuant to Section 2.6(5) hereof, the Custodian is authorized and instructed to rely upon information provided to it by the Borrower, the Borrower's counterparty(ies), the Managing Member, the Manager or any of such parties' respective agents.

Section 7. Records. Upon reasonable notice, the Custodian agrees to afford the Managing Member, the Manager, 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 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 Manager's request, supply the Managing Member or Manager 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 Manager 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

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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.

Section 8. Opinion of Borrower's Independent Accountant. The Custodian shall take all reasonable action, as the Borrower (or the Managing Member or the Manager 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 Manager 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

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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. 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 Manager 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

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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 Manager with written notice of any such failure or delay. 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.

To the extent that the Borrower (or the Manager 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(1)), 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(1).

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 securities settlement, 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(1) 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 or the Borrower 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.

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

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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, after giving effect to the Letter Agreement dated the date hereof among the Custodian, the Federal Reserve Bank of New York and the Federal Reserve Bank of Boston, 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 hereby acknowledges and agrees that it shall promptly notify the Custodian of any statute, regulation, rule, or other regulatory requirement or policy

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governing the Borrower, and any change thereto, which may affect the Custodian's responsibilities under this Agreement.

Section 13. Effective Period, Termination and Amendment. This Agreement shall continue in full force and effect for an initial period of three months (the "Initial Period"). After the Initial Period, the parties may extend the Agreement on a month-to-month basis, as the Managing Member determines necessary or appropriate. 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 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.

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 Investment 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 or at an Underlying Transfer Agent.

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 no Instructions designating a successor custodian or alternative arrangements shall have been delivered to the Custodian, then the Custodian shall have the right to deliver to a bank or trust company doing business in New York, New York, of its own selection, all securities, funds and other properties held by the Custodian and all instruments held by the Custodian relative thereto and all other property held by it under this Agreement and to transfer to an account of such successor custodian all of the Borrower's securities held in any

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Securities System or at an Underlying Transfer Agent. Thereafter, such bank or trust company shall be the successor of the Custodian under this Agreement.

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 Manager 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 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. The Custodian will remain liable to the Borrower for the performance of this Agreement by any approved transferee, assignee, or subcontractor. 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.

Section 16.4. Interpretive and Additional Provisions. The Custodian and the Borrower hereby agree to the additional provisions and terms set forth in Exhibit A hereto. 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

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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 telecopy or other electronic mail) and, unless otherwise expressly provided herein, must be delivered by messenger, overnight courier service, telecopy 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 or telecopy notice, when received, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

If to the Borrower, to:

CP Funding Facility II LLC
33 Liberty Street
New York, NY 10045
Attention: Vice President

and:

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Attention: Senior Vice President, Markets Group
With a copy sent by email to
With a copy sent Attention: Legal Group, Contracts Staff at the same address

If to the Custodian, to:

State Street Bank and Trust Company
One Lincoln Street
Boston, MA 02111
Attention: Senior Vice President
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

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If to the Managing Member, to:

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Attention: Senior Vice President, Markets Group
With a copy sent by email to
With a copy sent Attention: Legal Group, Contracts Staff at the same address

If to the Manager, to:

Pacific Investment Management Company LLC
650 Newport Center Drive
Newport Beach, CA 92660
Attention: General Counsel
Facsimile:
E-mail:
Cc:

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

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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 non-public information provided to it by the Borrower (or the Administrator on behalf of the Borrower), the Manager, the Managing Member or any other Person pursuant to or in connection with this Agreement or the other Operative Documents; provided that nothing herein shall prevent the Custodian from disclosing 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, further, 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.

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

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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 (i) the courts of the State of New York located in the Borough of Manhattan in New York City, and appellate courts thereof, and (ii) courts of the United States for the Southern District of New York, 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.

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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 16.17. Internal Controls. The Custodian shall provide the Borrower with a copy of the Custodian's Service Organizational Control (SOC) 1 reports prepared in accordance with the requirements of AT section 801, *Reporting on Controls at a Service Organization* (formerly Statements on Standards for Attestation Engagements (SSAE) No. 16), and such Sarbanes-Oxley sub-certifications as are customarily provided by the Custodian to its other customers similarly situated.

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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.

CP FUNDING FACILITY II LLC,
as Borrower

By: FEDERAL RESERVE BANK OF NEW YORK,
as its Managing Member

STATE STREET BANK AND TRUST COMPANY,
as Custodian

By:_____
Name:
Title:

ACKNOWLEDGED BY:

FEDERAL RESERVE BANK OF NEW YORK,
as Managing Member

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.

CP FUNDING FACILITY II LLC,
as Borrower

By: FEDERAL RESERVE BANK OF NEW YORK,
as its Managing Member

By:_____
Name:
Title:

STATE STREET BANK AND TRUST COMPANY,
as Custodian

By:_

ACKNOWLEDGED BY:

FEDERAL RESERVE BANK OF NEW YORK,
as Managing Member

By:_____
Name:
Title:

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Exhibit A

EXHIBIT A

ADDITIONAL TERMS

These additional terms supplement and amend the terms of the Custodian Agreement.

1. **Transition Services.** In addition to the actions described in Section 13 and 14 of the Agreement, upon on the expiration or other termination of the Agreement, in whole or in part, for any reason, the Custodian shall continue at the Borrower's or Managing Member's request to perform certain terminated or expired services to facilitate an orderly transition of activities or operations performed by the Custodian to the Borrower or Managing Member or a third party designated by either of them ("Transition Assistance"). The Custodian shall provide Transition Assistance for up to 180 days following the expiration or termination of the services.

Transition Assistance includes, without limitation, the following:

(a) The Custodian shall provide the Borrower or Managing Member and any third party designated by either of them reasonable access to Custodian personnel to answer questions about the services and facilitate transition planning;

(b) The Custodian shall provide a report of the status of services as of the expiration or termination date;

(c) The Custodian shall compile and transfer to the Borrower or Managing Member or a third party designated by either of them a complete copy of Borrower information then in the Custodian's possession or control that is necessary or useful to continue activities and operations supported by the services without interruption;

(d) The Custodian shall perform other services reasonably requested by the Borrower or Managing Member to facilitate transition to the Borrower or Managing Member or a third party designated by the Borrower or Managing Member; and

(e) The Custodian shall assign Custodian personnel who regularly perform the services to perform the Transition Assistance.

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.

The Custodian acknowledges that if it were to fail or refuse to provide Transition Assistance as described in this section, the Borrower or Managing Member could be immediately and irreparably harmed and monetary compensation for the Custodian's failure or refusal to perform might not be measurable or adequate. In such circumstances, the Borrower or Managing Member shall be entitled to seek injunctive, declaratory, or other equitable relief, including specific performance of this section, and the Custodian shall not contest the Borrower's or Managing Member's action for equitable remedies on the grounds that damages

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are an adequate remedy nor seek to have imposed on the Borrower or Managing Member any obligation to post a bond or give other security as a condition to injunctive relief.

2. **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 of Minority and Women 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 Minority and Women 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 Minority and Women Inclusion is **[name ( ), title (Senior VP and Chief Diversity Officer), email address), and phone ( )]**.

3. **Record Keeping and Compliance Review and Audit.**

In addition to the requirements of Section 7 of the Agreement, the Custodian shall maintain books and records that relate to the Agreement and the performance of Services, including all documents and other materials that support or underlie those books and records, policies and procedures, and invoices submitted pursuant to the Agreement (collectively, "Records"). The Custodian shall retain Records for the duration of the Agreement and thereafter for a reasonable period, but in no event less than six years after the later of (i) the expiration or other termination of the Agreement and (ii) the date the Custodian last performs Services under the Agreement (the "Required Retention Period"). If any compliance review or audit, investigation, or litigation is pending when the Required Retention Period would otherwise end, the Custodian shall continue to retain relevant Records until the compliance review or audit, investigation, or litigation is finally concluded. The Custodian may retain Records in any format, written, electronic, or otherwise, as long as they remain accessible for review and audit during the Required Retention Period.

The Borrower or the Managing Member may conduct reviews or audits under this section for the purposes of evaluating the Custodian's compliance with the Agreement. The Borrower or the Managing Member may review and audit any and all Records and the Custodian's operations and controls, including, without limitation, those that relate to the security of the Custodian's information technology and communications systems and the Custodian's compliance with its policies and procedures (all such operations and controls collectively, "Operations"), to the extent the Records and Operations relate to the performance of the services or the Custodian's compliance with or administration of the Agreement. The Custodian shall make available for review or audit Records wherever located and in whatever form they are kept and Operations wherever they are performed, whether the Records or Operations are

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kept or performed by the Custodian or by the Custodian's agents, representatives, or subcontractors. The Borrower or the Managing Member may conduct compliance reviews or audits using employees, agents, representatives, contractors, or designees of the Managing Member or of the Board of Governors of the Federal Reserve System.

The Custodian shall make Records and Operations available for compliance review or audit within 10 days after written notice by the Borrower or the Managing Member, and the Custodian shall make the Records and Operations available to the Borrower or the Managing Member for a reasonable time, not less than five business days. Compliance reviews and audits are to be conducted during normal business hours at the Custodian's office or place of business (or at the place where any offsite Operations occur), and the Custodian shall provide appropriate workspace to the Borrower or the Managing Member for its review or audit of the Records and Operations. The Borrower or the Managing Member shall use reasonable efforts to conduct its compliance review or audit in a manner that limits disruption to the Custodian's business. The Custodian shall bear the expense of compiling Records for review and audit, and the Custodian shall allow the Borrower or the Managing Member to make copies of all Records 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. In addition, the Custodian shall allow and facilitate reasonable access by the Managing Member to employees of the Custodian and any Custodian agents, representatives, and subcontractors for purposes of discussing matters pertinent to the performance of the Agreement. Notwithstanding the audit and inspection rights conferred by this section 3, 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 its operations, distraction of its personnel or breaches of security or confidentiality.

In addition to the review of Records and Operations described in this section, the Custodian shall provide to the Borrower or the Managing Member upon its request copies of the Custodian's financial statements (including balance sheets and related statements of income and cash flow) for its three most recent fiscal years, in each case showing the financial condition of the Custodian as of the close of the fiscal year and the results of operations during such year, audited by independent public accountants and including the accountants' opinion that the financial statements fairly present the financial condition of the Custodian. (If the Managing Member has retained the Custodian's financial statements in its records of prior financial reviews that cover any of the three most recent years, the Managing Member will not request that the same financial statements be resubmitted.) Upon request, the Custodian shall also provide balance sheets and related statements of income and cash flow as of the close of the most recent fiscal quarter and the elapsed portion of the fiscal year certified by the Custodian's chief financial officer as fairly presenting the financial conditions and results of operations of the Custodian for the period, subject to normal year-end adjustments. The Managing Member may conduct financial reviews using employees, agents, or contractors of the Managing Member.

4. **Key Personnel of the Custodian.**

Key Personnel. The Managing Member may consider the skills and experience of particular individuals proposed to perform Services as a key factor in selecting the Custodian. Those individuals are to be identified in writing delivered to the Borrower and Managing Member as

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"Key Personnel." The Custodian's client relationship manager is also Key Personnel. Except when Key Personnel become unavailable for reasons beyond the Custodian's reasonable control, including, for example, illness, death, or termination of employment without prior notice, the Custodian shall not replace Key Personnel unless it first gives prior written notice to the Borrower and 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, to review the resume of any individual to be assigned as a replacement for Key Personnel and to 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 of the Services and completion of the Deliverables as described in the applicable statement of work.

Replacing Personnel. If the Custodian for any reason replaces any Custodian personnel providing services (whether or not the individual is designated as Key Personnel), the Custodian shall facilitate the transition of responsibility for the Services to the replacement personnel in a manner that minimizes disruption to the services.

5. **Personnel Background Investigations.** The Custodian conducts background checks of its personnel in accordance with Custodian's policies, including, at a minimum, confirmation of legal right to work in the United States, criminal background check, sanctions screening, and a review of credit history, in accordance with all applicable laws and confirms that all personnel assigned to perform services under this Agreement have been subject to such prior background checks. The Custodian shall not permit any personnel who fail such background checks to perform services for the Borrower under this Agreement or have access to the Borrower's Confidential Information. The Custodian shall re-screen personnel dedicated to the Borrower's services on a frequency to be agreed.

6. **Custodian Background Investigations.** Because of the sensitive and confidential nature of information about the Borrower's business affairs, operation, and security procedures that the Custodian may be given or have access to during the term of the Agreement, the Managing Member will conduct background investigations of the Custodian at the Borrower's expense. In the Managing Member's sole discretion, the Managing Member may conduct more than one such background investigation during the term of the Agreement. The Custodian background investigations may include, without limitation, researching the Custodian's ownership, credit history, business history, and record of ethical conduct. If (i) the Custodian fails to cooperate promptly with any such background investigations or (ii) the Managing Member determines, in

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its sole discretion, that the results of any background investigation are not satisfactory to the Managing Member, the Managing Member may, at its sole option, terminate the Agreement immediately and without any liability to the Borrower or the Managing Member other than to pay the Custodian for any services that have been properly rendered under the Agreement through the date of termination. If the Managing Member terminates the Agreement or any statement of work due to an unsatisfactory background investigation, the Managing Member has no obligation to inform the Custodian of the specific results of the background investigation or why the Managing Member determined the results to be unsatisfactory.

7. **Information Security.**

Information Security Program. 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. As a condition to the Managing Member's providing 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 reasonable 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 Borrower's 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 Managing Member may terminate the Master Agreement or applicable statement of work without cost (except payment for Services properly rendered through the termination date) upon notice if the Borrower or the Managing Member determines that the Custodian's changes

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to its policies or systems increase risk to the Managing Member in a manner unacceptable to the Managing Member.

Disaster Recovery and Business Continuity. 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. 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 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.

Report. The Custodian will provide documentary evidence reasonably satisfactory to the Company to demonstrate the security, integrity, and availability of the Custodian's information systems.

Limit on Disclosure. In all instances in which the Custodian must provide information about its information technology infrastructure or information security policies under this section, the Custodian shall not be required to disclose 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.

8. **Confidentiality.** All information subject to the confidentiality obligation in Section 16.10 of the Agreement is deemed "Confidential Information" of the Borrower and the Managing Member.

Unauthorized Use or Disclosure. 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

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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.

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

Return or Destruction. Subject to section 8.4 below, upon the expiration or other termination of the Agreement, or at any other time requested by the Managing Member, the Custodian shall deliver to the Managing Member all records, data, information, and other material provided to the Custodian by the Managing Member or by any other person at the Managing Member's request. All records, data, information, and other material to which the Custodian may be given access in connection with the Agreement are and will remain the property of the Managing Member or third parties from which the Managing Member obtained such material. Subject to section 8.4 the Custodian shall also deliver to the Managing Member, or with the Managing Member's prior consent, destroy, all tangible copies of Confidential Information in the Custodian's possession or control. Confidential Information shall be delivered to the Managing Member within 30 days after expiration, termination, or Managing Member request, as applicable, using secure methods of delivery approved by the Managing Member. The Custodian shall also destroy all intangible copies of Confidential Information in its possession or control. If the Custodian destroys materials containing Confidential Information, the Custodian shall use destruction techniques appropriate for the format of the materials and approved by the Managing Member, and 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 clause.

Delivery or Destruction Infeasible. If the Custodian believes that the delivery or destruction of any 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 if the Custodian is required by applicable law, accounting rules, or other professional rules to retain a record copy of any Confidential Information for some period, the Custodian may retain a copy of such Confidential Information subject to the restrictions of this article 9 until the Confidential Information becomes public or otherwise ceases to be Confidential Information as defined in [in

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this Agreement] or is returned to the Managing Member or destroyed as provided in the above clause.

Indefinite Duration. The terms of this article survive the expiration or other termination of the Agreement indefinitely as to any Confidential Information that remains in the Custodian's possession or control until the Confidential Information becomes public or otherwise ceases to be Confidential Information.

9. **Risk Event Reporting**. For purposes of the Agreement, a "Risk Event" means any event that occurs in the Custodian's Operations, which either relates directly to the performance of services for the Managing Member or affects the Custodian's ability to support an operating model capable of providing the services, that in the reasonable opinion of the Custodian has or is likely to result in (a) harm to the reputation or operations of the Managing Member or any other Federal Reserve Managing Member or the Board of Governors of the Federal Reserve System (a "Federal Reserve System Entity"); (b) risk of financial loss to the Managing Member or any other Federal Reserve System Entity; or (c) risk of legal liability for the Managing Member or any other Federal Reserve System Entity. Risk Events may include, without limitation, unplanned and nonroutine events in the Custodian's operations; 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 misconduct by the Custodian's officers or directors or by employees or contractors assigned to provide Services to the Managing Member. Promptly after the Custodian determines that a Risk Event has occurred, the Custodian shall notify the Managing Member by telephone and, if the Risk Event relates to a security breach, by email addressed to in accordance with Section 8 above, provided that the foregoing 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. In all cases, the Custodian shall send written notice of the Risk Event not more than 72 hours after the Custodian determines that a Risk Event occurred. In all cases, the notice is to describe the Risk Event in reasonable detail. The Custodian shall use commercially reasonable efforts to mitigate the effects of the Risk Event on the Managing Member or other Federal Reserve System Entities and to cooperate with the Managing Member to remediate the root cause and any resulting liability or harm. The Custodian shall notify the Managing Member in writing as soon as practicable of developments regarding the Risk Event, including the root cause of the Risk Event, the Custodian's assessment of the impact on the Managing Member or other Federal Reserve System Entities, short-term and long-term remediation action plans to be undertaken to address both the Risk Event and its root cause, and periodic progress made toward completion of the proposed action plans, including notice of the completion of any planned remediation.

10. **Conflicts of Interest.**

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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 could impair (a) the Custodian's objectivity or impartiality in performing 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, State Street encounters inherent and sometimes actual conflicts of interest in servicing any particular client account. It is State Street's policy that all inherent and actual conflicts of interest be identified, evaluated and either managed or avoided, as appropriate. State Street's conflict management program is embedded within each business operation. To the best of our knowledge, other than the conflicts generally inherent in the range of services and products that we provide, there are no specific conflicts of interest in connection with servicing the Managing Member's account. 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.

Misuse of Information for Private Gain. Neither the Custodian nor any of its Representatives under Section 16.10 of the Agreement shall 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 transactions contemplated by 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.

Vendor Bias. The Custodian shall not recommend to the Managing Member in connection with its performance of the 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 Managing Member or (b) the Managing Member's purchase of the product or service, unless, in each case, the Custodian first discloses in writing to the Managing Member the nature of the relationship and the specific terms of any financial incentive the Custodian may receive.

Managing Member Employees. The Custodian acknowledges that Managing Member employees are required to adhere to a code of conduct, a copy of which is posted on the "Vendor Information" 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 Managing Member employee gifts, meals, or other things of value

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unless an exception applies that would permit the employee to accept the gift, meal, or other thing offered consistent with the code of conduct.

General Policies. 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 Managing Member;

(b) require reporting of any conflicts of interest between the Custodian and 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.

10.5.1 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 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.

10.5.2 The Custodian shall provide the Managing Member with a procedure documenting the steps it will take to mitigate the conflict that could arise from the Custodian's ability to seek to participate as an issuer in the facility while acting as Custodian.

Limited Access. The Custodian agrees to maintain Confidential Information in strictest confidence and to limit the access to information that is the subject of this Agreement to only those of its officers, directors, partners, and employees that are necessary to its performance under this Agreement and shall require all such employees, by means of a written acknowledgement (which may be in the form of an annual certification), to keep all such information obtained by them as strictly confidential.

Ethical Wall. The Custodian must provide, within two weeks of the Effective Date, and thereafter maintain, an information barrier policy acceptable to the Managing Member designed, at a minimum, to ensure that (a) personnel assigned to the 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 or 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 Managing Member under this Agreement without appropriate vetting and controls being put in place by the Custodian's Legal and Compliance Departments.

10.7.1 For the avoidance of doubt, 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

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Information. 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.

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

10.7.3 The Custodian agrees to maintain a list of each of the individuals who has been assigned to this engagement and the dates of such assignment that can be reviewed by the Managing Member.

Conflict Reporting and Records. Employees of the Custodian shall be required to promptly report any breach or suspected breach of these conflicts requirements to the appropriate compliance 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 and comply with all obligations applicable to Records in this Agreement.

Compliance Training. All employees subject to the ethical wall policy shall complete compliance training specifically designed for use with the services provided under this Agreement. The compliance training program will inform each employee of their obligations under these procedures. 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 prior to providing such individual with Confidential Information.

Investment Restrictions. Custodian staff with knowledge of non-public confidential information related to issuer participation in the CPFF shall refrain from purchasing or selling financial interests in those participants without prior consultation with State Street's Chief Ethics Officer.

11. **Regulation GG.** 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.

12. **Foreign Exchange**. 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.

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