

## STATE STREET BANK AND TRUST COMPANY

### CORPORATE CREDIT FACILITIES LLC FEE SCHEDULE MAY 11, 2020

#### CUSTODY, ACCOUNTING AND ADMINISTRATION SERVICES

Reference is hereby made to the (a) Custodian Agreement dated as of **May 11, 2020**, by and between State Street Bank and Trust Company ("**State Street**") and Corporate Credit Facilities LLC (the "**LLC**") (the "**Custody Agreement**"); and (b) Administration Agreement dated as of **May 11, 2020**, by and among State Street, the LLC and the Federal Reserve Bank of New York as managing member of the LLC (the "**Managing Member**") (the "**Administration Agreement**" and collectively with the Custody Agreement, the "**Agreements**," as the same may be amended, supplemented, restated or otherwise modified from time to time). The parties have entered into this fee schedule ("**Fee Schedule**") effective **May 11, 2020** (the "**Effective Date**") in order to memorialize their agreement on the compensation to be paid by the LLC to State Street for the performance of the services specified in the Agreements (the "**Services**"). This Fee Schedule shall be subject to the terms and conditions of the Agreements as if it were a part thereof. Unless otherwise agreed by State Street, the LLC and the Managing Member, this Fee Schedule shall apply to the provision of the Services to the LLC. In the event of any conflict between the terms of an Agreement and the terms of this Fee Schedule relating to fees, charges, expenses or other financial terms, the terms of this Fee Schedule shall control. Unless otherwise defined, capitalized terms used herein shall have the meaning given to them in the relevant Agreement, as the context requires. State Street or one of its affiliates may provide additional services other than those described in the Agreements and this Fee Schedule from time to time as agreed with the LLC and will be entitled to compensation for those services by the LLC whether in the form of fees agreed by the LLC for such services and/or in the form of other compensation or profit that may be separately realized by State Street or its affiliates related to those services; that compensation is separate from and in addition to the fees contemplated in this Fee Schedule.

#### **I. Custody, Accounting and Administration**

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

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

<u>Net Asset Value</u>	<u>Annual Basis Point Rate</u>
\$0 to \$250 Billion	0.07
Over \$250 Billion to \$500 Billion	0.06
Over \$500 Billion	0.05

##### **2. U.S. Custody and Administration Maximum Fee (per month as applicable)** \$416,666.67

Information Classification: Limited Access

## **II. Additional Services**

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

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

## **III. Disclosure**

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

## **IV. Payment of Fees**

All fees and expenses shall be paid by the LLC no later than the 15th business day following the end of the calendar month in which the fees were accrued, provided that the LLC receives an itemized invoice sufficiently in advance of such payment date showing the basis for which compensation is requested. The invoice must contain sufficient detail for the LLC to assess the appropriateness of the charges. If the LLC disputes all or a portion of any invoice, the LLC will notify State Street in writing of the specific reason and amount of any dispute and the undisputed amount shall be paid in the manner set forth above. The parties will work together, in good faith, to resolve any disputes as soon as reasonably practicable, and the LLC will pay the amount, if any, agreed by the parties based on the resolution.

## **V. Term**

This Fee Schedule shall become effective as of the Effective Date and shall remain in effect until modified or terminated in accordance with the terms of the Agreements.

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**EXECUTION PAGE**

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

**STATE STREET BANK AND TRUST COMPANY**

Name: \_\_\_\_\_  
Title: Executive Vice President

**CORPORATE CREDIT FACILITIES LLC**

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

**EXECUTION PAGE**

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

**STATE STREET BANK AND TRUST COMPANY**

\_\_\_\_\_  
Name:  
Title: Executive Vice President

**CORPORATE CREDIT FACILITIES LLC**

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

\_\_\_\_\_  
Title: First Vice President

**Explanatory Notes**

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<sup>1</sup> **U.S. Custody and Administration Basis Point Fee.** The U.S. Custody and Administration Basis Point Fee will be calculated by multiplying the net asset value (NAV) of the LLC (as reported in financial reporting; where necessary fair values are provided by the Manager and reconciled with State Street) on the last business day of the month by the applicable basis point rate(s), dividing the result (or the sum of the results if tiered rates apply) by 360 and multiplying that amount by 30. End of month net asset value will mean the LLC's net assets plus FRBNY discount window loan amounts (total assets – total liabilities + FRBNY discount window loans). For the avoidance of doubt, net assets does not include amounts in the Preferred Equity Account (or any investments or proceeds thereof).