

FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

DEPUTY GENERAL COUNSEL
AND SENIOR VICE PRESIDENT

May 14, 2020

Cleary Gottlieb Steen & Hamilton LLP
Attention:
2112 Pennsylvania Ave NW
Washington DC 20037

Re: Amendment to Retainer for COVID-19 Response Funding Facilities, dated March 22, 2020

Ladies and Gentlemen:

This letter amends that letter agreement dated March 22, 2020 (the "Retainer Letter"), confirming the terms and conditions governing the representation by the Firm of the Bank in connection with the Commercial Paper Funding Facility ("CPFF") and other similar funding facilities. Since the date of that letter, other similar funding facilities now include the Term Asset-Backed Securities Loan Facility ("TALF"), the Municipal Liquidity Facility ("MLF"), and the Primary and Secondary Corporate Credit Facilities ("CCFs")¹ (each, a "Facility," and together, the "Facilities").

Capitalized terms used and not defined in this letter have the meanings ascribed thereto in the Retainer Letter. Except as expressly amended by this letter, the Retainer Letter shall remain in full force and effect in accordance with its terms, and is hereby in all respects ratified and confirmed. For the avoidance of doubt, all references in all other documents to the Retainer Letter shall, from and after the execution and delivery of this letter, be deemed a reference to the Retainer Letter as amended hereby.

Fees. The Bank will pay the Firm at the rates set forth below for each timekeeper, which reflect the discount arrangements specified below:

- a. For all fees up to \$250,000 per Facility, there shall be a 15% discount from the Standard Hourly Rates.
- b. To the extent that the Firm's total fees on any Facility exceed \$250,000, there shall be a 25% discount from the Standard Hourly Rates on any amounts billed in excess of \$250,000, up to \$375,000.
- c. To the extent that the Firm's total fees on any Facility exceed \$375,000, there shall be a 35% discount from the Standard Hourly Rates on any amounts billed in excess of \$375,000 through the closing of the Facility documentation.

Any rate changes must be approved in advance by the Bank. The Firm must also obtain Bank approval of rates for additional attorneys or paralegals required on the engagement before work is commenced by those attorneys and paralegals (other than incidental involvement of Firm attorneys with special expertise relevant to the engagement).

¹ The CCFs comprise two separate facilities, the Primary Market Corporate Credit Facility ("PMCCF"), and the Secondary Market Corporate Credit Facility ("SMCCF"). However, for purposes of this letter, the CCFs shall be deemed to constitute a single Facility.

For the CPFF, the services will be provided by the following team:

Team Member	Title	Standard Hourly Rate	Initial Discounted Hourly Rate (15%)	Discounted Hourly Rate (25%)	Discounted Hourly Rate (35%)
	Partner	1740	1475	1305	1130
	Partner	1525	1300	1145	990
	Counsel	1400	1190	1050	910
	Counsel	1215	1030	910	790
	Associate	980	835	735	635
	Associate	980	835	735	635
	Paralegal	480	410	360	310

For the MLF, the services will be provided by the following team:

Team Member	Title	Standard Hourly Rate	Initial Discounted Hourly Rate (15%)	Discounted Hourly Rate (25%)	Discounted Hourly Rate (35%)
	Partner	1740	1475	1305	1130
	Partner	1525	1300	1145	990
	Counsel	1400	1190	1050	910
	Sr. Attorney	1300	1105	975	845
	Associate	1065	905	800	690
	Associate	980	835	735	635
	Associate	775	655	580	505
	Paralegal	360	305	270	235

For the TALF, the services will be provided by the following team:

Team Member	Title	Standard Hourly Rate	Initial Discounted Hourly Rate (15%)	Discounted Hourly Rate (25%)	Discounted Hourly Rate (35%)
	Partner	1740	1475	1305	1130
	Partner	1100	935	825	715
	Counsel	1400	1190	1050	910
	Associate	1065	905	800	690
	Associate	980	835	735	635
	Associate	775	655	580	505
	Paralegal	480	410	360	310

For the CCFs, the services will be provided by the following team:

Team Member	Title	Standard Hourly Rate	Initial Discounted Hourly Rate (15%)	Discounted Hourly Rate (25%)	Discounted Hourly Rate (35%)
	Partner	1755	1490	1315	1140
	Partner	1740	1475	1305	1130
	Partner	1525	1300	1145	990
	Counsel	1400	1190	1050	910
	Sr. Attorney	1300	1105	975	845
	Associate	1090	925	815	710
	Associate	1065	905	800	690
	Associate	1030	875	775	670
	Associate	980	835	735	635
	Associate	650	550	490	425
	Paralegal	360	305	270	235

Conflicts. Notwithstanding section 6(b) of the Terms and Conditions, as attached to the Retainer Letter, the Firm may provide advice to existing clients of the Firm relating to publicly available information about the facilities that are the subject of the Firm's engagement, so long as (a) no attorney assigned to and working on the representation of FRBNY performs any work on or is in any way involved in any such other representation, (b) the Firm establishes and maintains information barriers between its work for the FRBNY and any other such representation, and (c) the Firm observes the conditions in section 6(b)(ii) of the Terms and Conditions.

FRBNY hereby agrees that it would not be a violation of the Terms and Conditions if the Firm provides advice to the United States Department of the Treasury concerning the Coronavirus Aid, Relief, and Economic Security Act (including the Treasury programs authorized thereunder), provided that (a) such representation does not involve the agreements between the Treasury and FRBNY in relation to the facilities that are the subject of the Firm's engagement with FRBNY and (b) no attorney assigned to and working on the representation of FRBNY is involved in any such other representation and the Firm establishes and maintains information barriers between its work for the FRBNY and any other such representation.

On behalf of the Bank, the Lead Bank Attorneys, as that term is defined in the Retainer Letter, are and will be the following: (i) _____ with respect to the CPFF; (ii) _____ with respect to the TALF; (iii) _____ with respect to the MLF; and (iv) _____, with respect to the CCFs.

If the Firm agrees that the Retainer Letter, as amended by this letter, reflects its understanding of the engagement, please countersign in the space provided for that purpose below and return the countersigned copy to me for the Bank's files.

If you have any questions or comments regarding the Retainer Letter, as amended by this letter, please contact me.

FEDERAL RESERVE BANK OF NEW YORK

By:

Deputy General Counsel and
Senior Vice President

cc:

By signing below, the Firm agrees to the Retainer Letter, as amended by this letter, in its representation of the Bank for this engagement. The individual signing on behalf of the Firm is the Principal Partner as that term is defined in the Terms and Conditions.

CLEARY GOTTlieb STEEN & HAMILTON LLP

By:

Date: May 17, 2020

FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

DEPUTY GENERAL COUNSEL
AND SENIOR VICE PRESIDENT

March 22, 2020

Cleary Gottlieb Steen & Hamilton LLP

Attention:

2112 Pennsylvania Ave NW

Washington DC 20037

Re: Retainer for 2020 Covid Response Funding Facilities

Ladies and Gentlemen:

This letter confirms the terms and conditions governing the representation by Cleary Gottlieb Steen & Hamilton LLP (the "Firm") of the Federal Reserve Bank of New York (the "Bank") in connection with a new commercial paper funding facility and other similar funding facilities. The Firm is to render advice and perform legal services as necessary and appropriate to support the Bank in establishing such facilities. Any change to the scope of the engagement is subject to discussion with and written approval of Deputy General Counsel.

Client. Unless agreed otherwise in writing, the Bank will be the Firm's sole client in this engagement. The Firm will not be representing any Bank director, officer, manager, or employee; any Bank affiliate or subsidiary; any other Federal Reserve Bank (a "Reserve Bank"); the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"); or the United States or any of its agencies or other instrumentalities.

Terms. This letter incorporates the Bank's Terms and Conditions for Engagement of a Firm as of October 21, 2019 (the "Terms and Conditions"), a copy of which is attached. To the extent there is a conflict between the body of this letter and the Terms and Conditions, the body of this letter controls. A separate Matter Engagement Form will not be required for this engagement, and Exhibit A is therefore not attached to the Terms and Conditions.

Fees. The Bank will pay the Firm at the hourly rates set forth below for each timekeeper. Any rate changes must be approved in advance by the Bank. The Firm must also obtain Bank approval of rates for additional attorneys or paralegals required on the engagement before work is commenced by those attorneys and paralegals.

The services will be provided by the following team:

Team Member	Title	Standard Hourly Rate	Discounted Hourly Rate*
	Partner	\$1740/hr.	\$1479/hr.
	Counsel	\$1400/hr.	\$1190/hr.

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	Counsel	\$1055/hr.	\$897/hr.
	Associate	\$980/hr.	\$833/hr.
	Paralegal	\$650/hr.	\$552/hr.

* *For the Commercial Paper Funding Facility 2020, all discounted rates subject to an additional 10% discount from Standard Hourly Rate where total fees exceed \$275,000 before the anticipated first funding of April 7.*

Service Contract Labor Standards Law. The Firm represents and warrants to the Bank that the services required will be essentially performed by individuals who would qualify as being engaged by the Firm in a bona fide executive, administrative, or professional capacity as defined in 29 C.F.R. part 541 with only minor use of individuals who would be considered nonexempt from the requirements of 29 C.F.R. part 541.

Workforce Inclusion. The Firm's contact for notices from the Bank's Office of Diversity and Inclusion is _____, Manager of Diversity & Inclusion, who may be reached at _____

If the Firm agrees this letter, including the Terms and Conditions, reflects its understanding of the engagement, please countersign in the space provided for that purpose below and return the countersigned copy to me for the Bank's files. Please also distribute the Terms and Conditions as appropriate to the lawyers and paralegals within the Firm who will have responsibility for work on this matter.

If you have any questions or comments regarding this letter, including the Terms and Conditions, please contact me. _____ will be the Lead Bank Attorney, as that term is defined in the Terms and Conditions, for this engagement.

FEDERAL RESERVE BANK OF NEW YORK

By:

Deputy General Counsel and
Senior Vice President

cc:

Approved as to form
FRBNY Legal Function
ate: 3/22/2020

By signing below, the Firm agrees to this letter, including the Terms and Conditions, in its representation of the Bank for this engagement. The individual signing on behalf of the Firm is the Principal Partner as that term is defined in the Terms and Conditions.

CLEARY GOTTlieb STEEN & HAMILTON LLP

By:

Date: March 22, 2020

Federal Reserve Bank of New York
Terms and Conditions for Engagement of a Firm
as of October 21, 2019

1. Introduction. These Terms and Conditions are intended to govern the relationship between the Bank and the Firm by establishing a common understanding of key principles and processes. They apply to any matter on which the Firm has been engaged by the Bank. All defined terms have the meaning ascribed to them in section 14 below. The Terms and Conditions include the following exhibits:

Exhibit A: A-1 Matter Engagement Form
 A-2 Timekeeper List
 A-3 Matter Amendment Form
 A-4 Matter Status Update Form

Exhibit B: Billing Guidelines

Exhibit C: Up-the-Ladder Reporting Procedure

2. Engagement of the Firm.

- (a) The Firm may be engaged only by a member of the Bank's Legal Function at the level of senior vice president or above.
- (b) On any matter for which the Firm is engaged, the Lead Outside Attorney or his or her designee must, absent exigent circumstances or the consent of the Lead Bank Attorney, submit a completed Matter Engagement Form and Timekeeper List to the Matter Intake Coordinator within three days of beginning the engagement. The template Matter Engagement Form and Timekeeper List are attached as Exhibits A-1 and A-2, respectively, and their provisions are fully incorporated into these Terms and Conditions.
- (c) In the event issues arise that are outside the scope of work described in the Engagement Form, require additional legal work, or will increase legal fees or expenses, the Lead Outside Attorney must discuss the issue with the Lead Bank Attorney to determine whether a Matter Amendment Form (Exhibit A-3) should be submitted or if the issues require a new Engagement Form. The Lead Bank Attorney will review each Engagement Form, Timekeeper List, and Matter Amendment Form and indicate approval by e-mail. The Lead Bank Attorney may request from the Firm additional details regarding any engagement for a new matter. During the course of a matter, the Lead Bank Attorney may, at any time in the exercise of reasonable discretion, request that a current member of the Firm team be replaced by a new member, that a contract attorney be used for specified work, or that individual team member's role be eliminated from the scope of the engagement.
- (d) The Principal Partner, as to all matters, and the Lead Outside Attorney, for matters assigned to that individual, are responsible for managing the Firm's work for the Bank by monitoring the work and hours being charged to matters. Generally, a legal task should be handled by the most competent person having the lowest hourly rate, taking into account the importance of the matter. In determining whether a task should be assigned to a junior member of the Firm, consideration should be given to cost effectiveness. In some situations, the work can be completed more efficiently and at a lower total cost by a more senior member of the Firm. The use of paralegals

and law clerks is encouraged when appropriate, provided that their work is supervised by an attorney.

3. General Roles and Responsibilities. A close and collaborative relationship between the Firm and the Bank is critical. The relationship requires timely communications between the Bank and the Firm to avoid surprises and ensure that the Firm is focused on meeting the Bank's objectives.

- (a) The Lead Bank Attorney is responsible for communicating Bank decisions on specific matters to the Firm and being the primary contact for communications from the Firm on all matters applicable to the Bank.
- (b) The Lead Outside Attorney is responsible for:
 - i. the quality, timeliness, and cost effectiveness of the work for which the Firm has been engaged;
 - ii. timely advising the Lead Bank Attorney (and other relevant Bank attorneys assigned to the matter identified to the Lead Outside Attorney) of all significant issues or developments arising from any engagement, including any anticipated adverse events and copies of any filing, significant correspondence, document, due diligence, or legal memorandum related to the matter;
 - iii. protecting the attorney-client privilege of information disclosed to the Firm by the Bank;
 - iv. responding to requests from the Lead Bank Attorney and all other Bank attorneys assigned to the matter concerning matter status and/or legal developments;
 - v. providing the Lead Bank Attorney and the other relevant Bank attorneys assigned to the matter the opportunity and time to review drafts of all significant documents for a matter, especially any documents that will be provided to third parties;
 - vi. assessing the scope of any matter for which the Firm has been engaged and discussing it with the Lead Bank Attorney to ensure that the Engagement Form is accurately completed;
 - vii. periodically submitting a Matter Status Update Form (Exhibit A-4) to document progress against the objectives noted and, if necessary, engaging in a discussion with the Lead Bank Attorney; and
 - viii. alerting the Lead Bank Attorney if the Firm's attorneys and other professionals are not in the best position to provide the quality of services the Bank expects.
- (c) The Principal Partner is responsible for the Firm's overall management of the relationship between the Firm and Bank and for the Firm's compliance with the Billing Guidelines (Exhibit B).
- (d) The Bank's general counsel or his or her designee is responsible for the Bank's overall management of the relationship between the Bank and the Firm.

4. Up-the-Ladder Reporting. The Firm acknowledges receipt of the Bank's Legal Function's "up-the-ladder" reporting procedures (the "Up-the-Ladder Procedures"), attached as Exhibit C, for reporting suspected material violations of any state or federal law or fiduciary duty. The Principal Partner and Lead Outside Attorney agree to report any such suspected violation in conformity with the Up-the-Ladder

Procedures. The Bank's general counsel serves as the "supervising attorney" for purposes of the Up-the-Ladder Procedures.

5. Billing.

- (a) The Billing Guidelines, set forth in Exhibit B and incorporated into these Terms and Conditions, provide detailed instructions for staffing, engagement management, allowable fees and costs, budgeting, and invoice processing for all matters on which the Firm is engaged. The Bank reserves the right to adjust invoices to reflect either the instructions noted in the Billing Guidelines or the intent of the Billing Guidelines.
- (b) The Bank is willing to enter into mutually rewarding alternative fee arrangements. The Bank encourages the Firm to propose alternatives to conventional hourly rate fee arrangements, including fixed fees, blended hourly rates, discounts, capped fees, productivity incentives, results driven fees, contingency fees and premiums. If the Bank grants a premium to the Firm for results-driven matters, the Bank expects to share the downside risk by obtaining a discount in the event of a failed transaction or undesirable outcome. In all cases, alternative fee arrangements are in effect only if the Lead Bank Attorney agrees to them in writing in the Engagement Form or in a separate document. Unless otherwise noted in the Engagement Form, the Firm shall bill the Bank for legal services rendered on a "time and costs" basis, with overhead included in any quoted hourly rate. Time must be billed in 1/10 of an hour increments. The Bank requests that the Firm extend it a minimum 15% discount off standard billing rates. The Bank is receptive to the Firm's proposals as to how best to deliver on this request.
- (c) Any adjustments to previously-agreed billing rates will be considered only at the start of the calendar year. Requests for an increase must be approved by the Bank's general counsel or the senior vice president who entered into the retainer agreement on behalf of the Bank before the Firm invoices the Bank at the new rates. Unless otherwise noted in the Engagement Form, the Bank will not pay any invoice that reflects an amount due other than in U.S. dollars.
- (d) Upon signature of the retainer agreement, the Firm should submit to the Matter Intake Coordinator an electronic spreadsheet setting out, for each level or position that will be staffed on matters for the Bank, the level, standard billing rate, and the rate at which the Bank is to be billed for that level or position.

6. Conflicts.

- (a) The Firm on occasion may represent other clients in matters involving the Federal Reserve Board and the other Reserve Banks. The Firm's representation of the Bank does not preclude continuing representation of other clients by the Firm as long as the Lead Outside Attorney and any other attorney assigned to and working on a matter for the Bank do not become involved personally in any new representation that involves contact on behalf of other clients with any official or employee of the Federal Reserve Board or the other Reserve Banks during the time the Firm is representing the Bank.
- (b) Occasionally, the Firm may be involved on behalf of other clients in representations that would be, or might be, viewed as adverse to the Reserve Banks (including the Bank) or the Federal Reserve Board. Such a representation could include litigation in which the Federal Reserve Board or a Reserve Bank is an adverse party or counseling where the position being pursued on behalf of the Firm's other client is adverse to a position of the Federal Reserve Board or a Reserve Bank. The Firm's representation of the Bank does not preclude the Firm from

negotiating for, providing counseling to, or litigating on behalf of another client in a matter adverse to one or more Reserve Banks or the Federal Reserve Board as long as:

- i. The Firm does not undertake any representation adverse to the Bank, another Reserve Bank, or the Federal Reserve Board that is substantially related to the subject matter of the representation being provided on the Bank's matter; and
 - ii. The Lead Outside Attorney and any other attorney assigned to and working on a matter for the Bank do not, while the Firm is representing the Bank, become involved personally in any representation adverse to the Federal Reserve Board or any of the Reserve Banks, regardless of whether that representation is substantially related to matters on which the Firm is working for the Bank. The Bank may, in its sole discretion, waive the conflict restrictions in paragraphs (a) and (b) above.
- (c) The Bank expects that the Firm has conducted a conflicts evaluation prior to the engagement and has disclosed any conflicts to the Bank. The waivers in paragraphs (a) and (b) above do not reach any and all conflicts, particularly where the existence of a conflict is a matter of judgment. The Bank and the Firm will seek to identify any potential or actual conflicts not clearly addressed by these provisions. The Bank and Firm will exercise common sense, good judgment, and sound discretion to neutralize or mitigate any potential or actual conflicts so identified in the best interests of the parties. The Bank may elect to waive a potential conflict. Measures to neutralize or mitigate conflicts may include creating effective information barriers screening attorneys working on a matter for the Bank from other Firm attorneys representing clients whose interests may be affected by the Bank matter, and *vice versa*; compliance with the rules of professional conduct and case law pertaining to conflicts; and removal of the conflicted attorneys from the matter.

7. Diversity. Diversity is important to the Bank. The Bank believes that a diverse workforce is a more creative and productive workforce. To achieve excellence, the Bank seeks a commitment to diversity by its outside law firms. As a condition of representing the Bank, the Firm must agree to make a good-faith effort to ensure, to the maximum extent possible, the fair inclusion of women and minorities in the Firm's workforce. The Firm must maintain sufficient documentation so that the Bank may determine whether the Firm has made such a good-faith effort. The Firm acknowledges that the Bank's Office of Diversity and Inclusion may make a determination of whether the Firm has made such a good-faith effort and may recommend termination of the engagement if the Bank's Office of Diversity and Inclusion determines that the Firm has failed to make such a good-faith effort. Based on this recommendation and in its sole discretion, the Bank may terminate this engagement.

8. Ethical Standards and Background Investigations.

- (a) The Bank believes corporate citizenship includes social responsibility and treating all people with dignity and respect. The Firm shall conduct itself in a manner consistent with these principles and exhibit ethical business and professional conduct in all representations of the Bank. Each Firm attorney working on a matter for the Bank shall read the Bank's code of conduct, which is posted on the vendor information page of www.newyorkfed.org, and shall conduct business with the Bank in a manner that would not, in any way, compromise the ability of a Bank employee to comply with the code.
- (b) The Firm will screen the background and qualifications of individuals assigned by the Firm to any matter for the Bank. Any such individuals to whom the Bank gives physical access to Bank facilities or access to any information system or material nonpublic information may also be subject to background investigations by the Bank, including, without limitation, criminal

background checks, drug testing, fingerprinting, credit history checks, and prior-employer reference checks. The Bank may perform background investigations at any time before and after the individual begins to perform services for the Bank. The Firm shall not assign to a matter for the Bank any individual who declines to complete a background investigation by the Bank.

- (c) The Bank may conduct background investigations of the Firm. The background investigation of the Firm may include, without limitation, researching the Firm's ownership, credit history, business history, and record of ethical conduct. If (i) the Firm fails to cooperate promptly with any such background investigation or (ii) the Bank determines, in its sole discretion, that the results of any background investigation are not satisfactory to the Bank, the Bank may, at its sole option, terminate the engagement immediately and without any liability to the Bank other than to pay the Firm for any services that have been properly rendered through the date of termination. If the Bank terminates the engagement due to an unsatisfactory background investigation, the Bank has no obligation to inform the Firm of the specific results of the background investigation or why the Bank determined the results to be unsatisfactory.

9. Publication and Media Relations. The Firm is not authorized to comment publicly on the Bank's legal or business matters. All media inquiries regarding the Bank's legal matters must be directed to the Lead Bank Attorney as soon as received. The Firm may not use the Bank's name, any variation of the Bank's name, or any Bank or Federal Reserve trademark or logo in client lists or advertising or promotional materials or otherwise publicize or communicate the Firm's relationship with the Bank unless the Firm first obtains written consent from the Bank's general counsel. The Firm shall not suggest or imply in any publication or presentation that the Bank endorses the Firm or any of its services.

10. Confidentiality and Information Security.

- (a) *Definition.* "Confidential Information" means all of the following: (a) any nonpublic, proprietary, or confidential information, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or otherwise designated as "confidential," provided to or received by the Firm or to which the Firm has access or may observe in connection with the retainer letter or any potential engagement under the retainer letter; (b) the client file compiled by the Firm in connection with any engagement under the retainer letter, including any information about the Bank's request for services and any potential engagement under the retainer letter (each, a "Client File"); (c) material created by the Firm in the performance of any services; and (d) any personally identifiable information that may be provided to the Firm in connection with any engagement; and (e) the retainer letter, including the Terms and Conditions, Exhibits, and Engagement Forms and related documents. "Personally identifiable information" includes any information linked or linkable to an individual by name or other identifying information except name, title, business contact information (e.g., telephone number and email address), and business activities of the individual. Confidential Information does not include information that (i) is or becomes generally known to the public through no breach of confidentiality obligations by the Firm or by any person to which the Firm provides the Confidential Information; (ii) is rightfully known by the Firm and not subject to another confidentiality obligation to any person; (iii) is independently developed by employees or agents of the Firm who do not have access to any Confidential Information; or (iv) is information the Bank expressly agrees in writing with the Firm is not confidential. Personally identifiable information shall not be considered "generally known to the public" merely because any part of it is available from other sources with or without charge or other consideration.
- (b) *Permitted Use.* Confidential Information may be used by the Firm and Firm personnel solely for the benefit of the Bank and for administration of the engagement and the Firm's operations as they relate to the Bank and its matters. The Firm shall handle Confidential Information in a

manner consistent with rules of the professional conduct. The Firm shall not duplicate, use, or disclose Confidential Information to any person without the Bank's prior written consent other than to the Firm's employees and contractors (if approved by the Bank), officers who have a need to know the Confidential Information to perform the services, administer the retainer letter, or conduct the Firm's operations as they relate to the Bank and its matters. The Firm shall not process or store Confidential Information or allow Confidential Information to be accessed outside the United States without the express written consent of the Bank. In the event the Firm is required to respond to a subpoena or other formal request for records or other information relating to the Firm's services for the Bank, including testimony at a deposition, the Firm shall consult the Bank before responding to determine if the Bank wants to supply the information demanded and/or assert the attorney-client or other privilege that may apply.

- (c) *Notice of Restrictions.* The Firm shall inform each person to whom it discloses Confidential Information as permitted by the retainer letter of the confidential nature of the information and the restrictions and conditions on its use and disclosure, and the Firm shall require each such person to abide by those restrictions and conditions. In addition, if the Firm provides any Confidential Information to any person who is not an employee of the Firm, the Firm shall require that person to agree in writing to the same restrictions and conditions on use and disclosure of the Confidential Information as are imposed on the Firm under the retainer letter.
- (d) *Standard of Care.* The Firm shall protect the Confidential Information in its possession or control according to commercially reasonable standards and no less diligently than the care it exercises to prevent unauthorized use or disclosure of its own sensitive confidential information. (Confidential Information in the Firm's possession or control includes, in all circumstances, Confidential Information placed by the Firm, directly or indirectly, into the possession or control of any contractor or agent of the Firm.) The Firm shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of Confidential Information.
- (e) *Unauthorized Use or Disclosure.* If Confidential Information is used or disclosed in any manner not permitted under the retainer letter, if the Firm is unable to account for any Confidential Information, or if the Firm knows or suspects any security breach or other incident has occurred that could compromise the security or integrity of the Confidential Information, the Firm shall notify the Bank in writing and by email promptly, but in no event more than one day after the Firm becomes aware of the unauthorized use or disclosure or the loss of Confidential Information. The Firm shall send its email notice addressed to
with a copy to the Bank's general counsel and the Lead Bank Attorney. The Firm shall take all measures reasonably required by the Bank to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to prevent further unauthorized use or disclosure or loss, and to cooperate with the Bank and its agents in any investigation the Bank may undertake relating to the unauthorized use or disclosure or loss. The Firm shall also take all measures required by applicable law in response to any actual or potential unauthorized use or disclosure or loss of personally identifiable information. The Firm shall bear the costs of all such measures taken or to be taken by the Firm.
- (f) *Equitable Remedies.* The Firm acknowledges that damages may not be an adequate remedy for the Firm's violation of any terms of this article. If the Firm violates or threatens to violate any terms of this article, the Bank may seek injunctive relief to restrain any breach or threatened breach or the Bank may seek specific performance of this article. The Bank may seek injunctive relief or specific performance of this section 10 in addition to any other remedies that it may have under applicable law.

- (g) *Return or Destruction.* Subject to paragraph (h), upon the expiration or other termination of the retainer letter, or at any other time requested by the Bank, the Firm shall deliver to the Bank all records, data, information, and other material provided to the Firm by the Bank or by any other person at the Bank's request and all work product (including work in process) created in the performance of any engagement. All records, data, information, and other material to which the Firm may be given access in connection with any engagement are and will remain the property of the Bank or third parties from which the Bank obtained such material. Subject to paragraph (h), the Firm shall also deliver to the Bank, or with the Bank's prior consent, destroy, all copies of other Confidential Information in the Firm's possession or control. Confidential Information shall be delivered to the Bank within 30 days after expiration, termination, or Bank request, as applicable, using secure methods of delivery approved by the Bank. If the Firm destroys materials containing Confidential Information, the Firm shall use destruction techniques appropriate for the format of the materials and approved by the Bank, and the Firm shall certify the destruction to the Bank in writing. The Firm shall retain no copies of Confidential Information, including any compilations derived from and allowing identification of Confidential Information, except to the extent permitted under paragraph (h). The Bank acknowledges and agrees that before the Firm delivers Client Files to the Bank, the Firm will remove administrative documents, purely internal correspondence, and drafts of documents or memoranda that the Firm may prepare but did not transmit to the Bank.
- (h) *Delivery or Destruction Infeasible.* If the Firm 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 Firm to delete the Confidential Information), or if the Firm is required by applicable law, accounting rules, or other professional rules to retain a record copy of any Confidential Information for some period, the Firm shall notify the Bank in writing of the conditions that make delivery or destruction of the Confidential Information infeasible or that require retention of the Confidential Information. The Bank shall not withhold unreasonably its consent to the Firm's request that it be permitted to retain certain Confidential Information under this section. The Bank hereby consents to the Firm's retention, consistent with an established record retention program, of the Client File for an engagement for a period of up to five years following the completion of the engagement. Prior to disposal of a Client File, the Firm shall advise the Bank in writing of the Firm's intent to do so in order to give the Bank an opportunity to request the Client File. If the Bank consents to the Firm's retention of Confidential Information other than a Client File for the reasons described in notice from the Firm, the Firm may retain a copy of such Confidential Information for a period of up to five years following the completion of the engagement to which the Confidential Information relates. The Firm shall handle all Confidential Information it retains subject to the restrictions of this section 10.
- (i) *Duration.* The terms of this section survive the expiration or other termination of the retainer letter as to any Confidential Information that remains in the Firm's possession or control until the Confidential Information becomes public or otherwise ceases to be Confidential Information as defined in paragraph (a).
- (j) *Information Security.* The Firm shall maintain a comprehensive information security program during the period of the engagement and thereafter as long as the Firm retains any Confidential Information of the Bank or regarding any engagement. As a condition to the Bank's providing Confidential Information for the Firm to store or process in the Firm's information systems, the Bank may require the Firm to respond to the Bank's Information Security Review Questionnaire. The Firm's initial response and any attachments and information provided as a follow-up to the initial response constitute, together, the "Questionnaire Response." The Bank will conduct its

information security review of the Firm, if required, with reference to the Questionnaire Response. Thereafter, during the term of any engagement, if and when the Firm makes any material changes to its information security policies or to systems affecting its information security program such that the Questionnaire Response would no longer be materially accurate and complete, the Firm shall promptly notify the Bank in writing that such change has been made and indicate the nature of the change. The Firm shall provide any information the Bank may request so that the Bank may assess the impact of the Firm's change on the performance of services. At the Bank's request, the Firm shall also update the Questionnaire Response and respond to any new or supplemental information security questions the Bank may require of its service providers from time to time. The Firm shall provide any updated Questionnaire Response and responses to any new or supplemental information security questions to the Bank promptly after the request (within not more than 10 business days). The Bank may suspend the Firm's provision of services until the Bank assesses the effect on the Bank of any additional information or changes to the Firm's information security policies or systems affecting information security. The Bank may terminate the retainer letter or any engagement without cost (except payment for services properly rendered through the termination date) upon notice if the Firm fails to provide a timely response to any request for new or supplemental information security information or if the Bank determines that the Firm's changes to its policies or systems increase risk to the Bank in a manner unacceptable to the Bank.

11. Termination. The Bank may at any time terminate the Firm's representation of the Bank upon notice to the Firm.

12. Applicable Law. The retainer letter and any claims arising out of or in connection with the retainer letter are governed by the laws of the United States and, in the absence of controlling federal law, the laws of New York even if applicable conflict-of-law rules indicate the laws of a different jurisdiction should govern. All claims litigated under the retainer letter must be initiated in the U.S. District Court for the Southern District of New York, and each party consents to the personal jurisdiction of that court.

13. Amendment. No amendment or modification of the retainer letter will be effective unless it is in writing and signed by each party. An exchange of email is not effective to amend or modify the retainer letter.

14. Definitions. The following terms are used in the retainer letter, these Terms and Conditions, and the exhibits with the meanings given them in this section.

- (a) The "Bank" refers to the Federal Reserve Bank of New York.
- (b) "Business Manager" refers to the Legal Group's chief operating officer or his or her designee. The Business Manager is the Bank's representative who is responsible for the Legal Function's operations, including but not limited to technology, budgeting, and invoicing.
- (c) "Client File" has the meaning given it in paragraph 10(a) of these Terms and Conditions.
- (d) "Confidential Information" has the meaning given it in paragraph 10(a) of these Terms and Conditions.
- (e) "Engagement Form" refers to the template that the Lead Outside Attorney must complete in order to receive a Bank Matter ID, which is required when the Firm submits an invoice for services.
- (f) The "Firm" refers to the law firm signing the retainer letter.

- (g) “Lead Bank Attorney” is the in-house Bank attorney who is responsible for a matter for which the Bank has retained the Firm under the retainer letter.
- (h) “Lead Outside Attorney” refers to the lawyer within the Firm who is primarily responsible for the Firm’s work on a particular matter for the Bank.
- (i) “Matter Intake Coordinator” refers to the Legal Group’s chief operating officer or his or her designee. The Matter Intake Coordinator is the Bank’s representative who is responsible for receiving, reviewing, and setting up new matters or amending existing matters in the Bank’s matter management system.
- (j) “Principal Partner” is the partner at the Firm responsible for the Firm’s overall relationship with the Bank and who signs the retainer letter on behalf of the Firm.

Exhibit B: Billing Guidelines

1. Matter Staffing and Management

- (a) *Matter Staffing*: Consistent with the Engagement Form, projects and assignments should be staffed with the number and level of personnel necessary to render quality service in a cost-effective manner. Staffing should be reviewed regularly and revised as necessary to achieve this goal and reflected on the Timekeeper List. For example, the Bank will not pay attorney rates for work that is typically performed by paralegals or clerical staff. Invoices may only include timekeepers listed on the current Timekeeper List. The Bank reserves the right to adjust any invoice.
- (b) *Meetings and Conferences*: The Lead Outside Attorney is responsible for closely monitoring the use and number of the professionals at meetings, depositions, court appearances, due diligence sessions, office conferences, and other events, including monitoring the staffing of other service providers who are engaged by the Firm for the same matter. The relevant Bank Attorney must be invited to every meeting or conference involving the Bank and third parties.

The Bank believes that more than three timekeepers should not ordinarily be necessary at a meeting or teleconference. If more than three timekeepers attend a specific meeting or conference, the Firm must inform the relevant Bank attorney which timekeepers will be attending and why each timekeeper is necessary. Time entries for meetings or conferences should be consistent among all attendees, must include the meeting or conference name, and must explain the timekeeper's rationale for attending. The Bank may write down to \$0 time entries that reference meetings and conferences without sufficient detail.

- (c) *Outside Service Providers*: The Bank wants to promote the efficient and secure use of service providers who support the Firm's legal services.
 - (i) The Lead Bank Attorney must specifically authorize in advance the Firm's use of any outside service provider, including, but not limited to, investigative services, local counsel, document managers, consultants, experts, translators, accountants, e-discovery services, and third-party project managers. If the Firm engages such a service provider to assist on a matter for the Bank, the Lead Outside Attorney shall provide a copy of the agreed-upon terms for services to the Lead Bank Attorney and Business Manager.
 - (ii) Invoices for services performed by outside service providers should be paid by the Firm and the original invoices included with the Firm's billing statement, unless other arrangements are made and approved by the Lead Bank Attorney. Fees and costs for these services should be itemized in the cost section of the Firm's billing statement. The Firm may not mark up charges for outside service providers; the Firm may only charge the Bank at the actual cost to the Firm.
 - (iii) The Lead Outside Attorney will be responsible, subject to the written approval of the Lead Bank Attorney, for the budgeting and billing arrangements governing the work performed by outside service providers, which must conform to these Billing Guidelines. The Bank reserves the right to adjust any excess amount billed over budget that is not approved, in writing, in advance by the Lead Bank Attorney.
- (d) *Training*: The Bank will not pay for "learning time" or "getting up to speed" required by new, substitute, or transitioning Firm attorneys or paralegals working on a matter for the Bank.

- (e) *Unforeseen Activities*: If the Lead Outside Attorney anticipates needing to undertake significant research or any other significant activity not contemplated when the Lead Outside Attorney completed and submitted the Engagement Form, the Lead Outside Attorney must obtain the consent of the Lead Bank Attorney and send an appropriate Matter Amendment form to the Matter Intake Coordinator to update the Bank's matter management system.
- (f) *Duplication of Effort*: The Firm should make every attempt not to duplicate research, drafting, or other written work product previously performed for the Bank, and the Firm should take maximum advantage of model or other appropriate documents to reduce the amount of time to draft documents.
- (g) *Closing Binders and Post-Closing Work*: The Firm shall prepare closing binders for engagements unless the requirement is expressly excused by the Lead Bank Attorney. In the event an engagement involves the closing of a transaction, the Bank and the Firm shall agree prior to closing of the transaction on the post-closing work, if any, besides completion of the closing binders to be performed by the Firm. The final bill for such post-closing work shall be presented to the Bank prior to the closing of the matter and shall include the fee for all agreed-upon post-closing work.
 - (i) Closing binders are to include the following:
 - A. A closing memorandum summarizing all of the parties to the matter and their affiliation/representation,
 - B. a brief summary of the matter,
 - C. an index of closing documents for the matter, and
 - D. execution copies of all transaction documents related to the matter as set forth in the index.
 - (ii) Closing binders shall be provided to the Bank in an electronic format within 60 days from the closing of the engagement. The Bank may withhold 15% of the final invoice amount until the Bank receives acceptable closing binders and all post-closing work has been completed.
- (h) *Travel Time*: The Bank will not pay for time spent on travel unless the Firm works on a matter for the Bank while traveling, in which case the Firm may bill the Bank only for the actual time worked on the matter.
- (i) *Time Entries*: Unless noted otherwise in the Engagement Form, all fees should be recorded in 1/10 of an hour increments and include brief but accurate descriptions. Descriptions that include "services rendered," "attention to incoming items," "reading news articles," "research," or "analysis" without explanation of the specific topic or subject matter involved are inadequate. Block billing, or time in excess of two-hour increments, is discouraged, and time entries must describe the work performed with sufficient specificity to justify the amount of time recorded.
- (j) *Nonbillable Amounts*: The Firm must not bill the Bank for, and the Bank will not pay for, the following:
 - (i) staffing matters, such as assembling or making changes to the core teams of Firm personnel responsible for work on matter for the Bank;
 - (ii) ministerial effort related to setting up e-rooms or other file-sharing repositories,

- (iii) processing conflict searches;
- (iv) preparing, amending, discussing the Engagement Form, or negotiating fees for matters;
- (v) preparing billing statements, including but not limited to entering time, reviewing draft bills, preparing invoice cover letters, and following up with the Bank regarding invoice payment;
- (vi) responding to inquiries by the Bank concerning services or billing statements;
- (vii) performing administrative and clerical tasks (e.g., scheduling meetings or obtaining books from the library, moving boxes or files, distributing documents, and arranging travel);
- (viii) overtime;
- (ix) work that is required due to the error, incompetence, or inefficiency of the Firm;
- (x) time entered from a previous month that is 30 days or older than the current invoice billing cycle if the matter is subject to monthly billing;
- (xi) filing or organizing correspondence, pleadings, and other documents in internal Firm files;
- (xii) performing other administrative services that are generally attendant to having the Bank as a client (e.g., review of professional journals, administrative conferences, marketing, and research on general or client industry trends),
- (xiii) overhead costs such as costs as rent, HVAC, communications utilities (including telephone and video conferencing), office supplies, office equipment, software, books, computerized legal research, document scanning, photocopying, postage and delivery charges, PACER, and word and document processing; and
- (xiv) administrative charges that are calculated as a percentage of total fees or any other calculation that is not tied directly to the individual who expended the effort.

2. Costs/Disbursements. The Bank will reimburse the Firm for certain actually incurred out-of-pocket costs with no mark-up so long as those costs are reasonable and comply with the guidelines set forth below. The Bank expects the Lead Outside Attorney to use his or her best efforts to minimize reimbursable out-of-pocket costs both by avoiding unnecessary expenditures and by taking advantage of available discounts. Significant expense items may not be incurred without the prior approval of the Lead Bank Attorney.

- (a) *Travel and Accommodations*: The Bank expects the Firm to avoid unnecessary travel through alternatives such as telephone and video conferencing. The Bank will reimburse travel expenses only in accordance with the Bank's Non-Employee Travel Expense Reimbursement Policy in effect on the date of the applicable Engagement Form. To be reimbursed, the Firm must include with its billing statements receipts for travel-related expenses.
- (b) *Filing and Hosting Services*: The Bank will not pay for storage fees for physical documents or hosting fees for electronic documents. The Lead Outside Attorney should contact the Business Manager to identify a cost-effective solution if the Firm's costs related to either if these charges become significant.

3. Invoices.

- (a) *Review:* The Bank will undertake the review and processing of invoices within a reasonable period after they are received. The Bank will not pay interest charges, late fees, or other costs associated with aging legal invoices. The Bank may deduct from the invoice amounts that are not in compliance with the Billing Guidelines, or it may require the Firm to submit a corrected invoice to address such issues. Credits arising from an invoice that has been paid must be reflected in the next invoice.
- (b) *Submission:* Invoices must be submitted monthly and within 30 days of the end of the month in which the charges were incurred. For a matter that involves a transaction closing, the Firm is to present its final bill for services prior to the closing of the transaction.
- (c) *Form of Detailed Invoice:* Invoices must contain the detail set forth below. **Invoices submitted to the Bank that do not meet all of the following criteria will be returned to the Lead Outside Attorney for revision and resubmission.**
- (i) Each invoice must be matter-specific and include the Bank's Matter ID, the matter name, and the name of the Lead Bank Attorney. Invoices without the Bank Matter ID will not be paid and will be returned to the Firm for resubmission.
 - (ii) Each matter is to be invoiced separately. Invoices that include time or costs for more than one matter will be returned to the Firm for revision and resubmission.
 - (iii) Each invoice is required to have a firm-generated unique invoice number.
 - (iv) Each invoice must include "inception to date" fees and expenses.
 - (v) Each invoice must include a summary table that lists for each timekeeper the timekeeper's name, level, rate, hours billed, and amount billed (hours multiplied by rate).
 - (vi) All time must be billed in units of 1/10 of an hour increments.
 - (vii) Fees must be itemized by date and include for each entry a brief description of the activity performed, identity of the timekeeper performing the activity, amount of time per activity, and amount charged for each activity. Fee detail may also include UTBMS codes.
 - (viii) Expenses must also be itemized, including for each the date incurred, activity, unit cost, timekeeper who incurred the expense, and UTBMS code.
 - (ix) Alternative billing arrangements are to be invoiced consistent with the terms of the engagement.
 - (x) Invoices must reflect any discounts the Firm has agreed to give the Bank.
- (d) *Invoice Follow-Up and Payment:* The Firm should direct all questions regarding the status of invoices and payments to the Business Manager.
- (e) *Payments:* If the Firm has not provided to the Bank a completed IRS form W-9 (Request for Taxpayer Identification Number and Certification), Supplier Profile Form, and ACH Payment Authorization Form within the previous 12 months, the Firm shall complete and deliver those forms to the Bank with its signed copy of the retainer letter. The ACH Payment Authorization Form includes the Firm's written payment instructions the Bank will use to make payments by

electronic fund transfer. The Firm may update its supplier profile information, including its payment instructions, by submitting to the Bank an updated W-9, Supplier Profile Form and/or ACH Payment Authorization Form, as the case may be. In addition, the Bank may require the Firm to submit an updated Supplier Profile Form and ACH Payment Authorization Form if the Bank has not made a payment to the Firm within the previous 12 months. The Firm shall submit updated supplier profile information by e-mail addressed to _____ The Bank is not liable for any payment delayed or misdirected as a result of the Firm's failure to provide a properly completed W-9, Supplier Profile Form, or ACH Payment Authorization Form or as a result of any errors or inaccuracies in the completed forms. The Bank must have a reasonable time after receiving the forms to act on them.

- (f) *Payment Agent:* The Bank may process vendor payments through the Federal Reserve Bank of Dallas. The Firm acknowledges and agrees that the Bank may provide the Firm's supplier profile information and invoice information to the Federal Reserve Bank of Dallas. The Bank may also direct the Firm to send invoices, W-9s, Supplier Profile Forms, and Payment Authorizations directly to the Federal Reserve Bank of Dallas. Payment made by the Federal Reserve Bank of Dallas to the Firm on behalf of the Bank constitutes the Bank's payment under the retainer letter. The Federal Reserve Bank of Dallas may aggregate payments to the Firm under the retainer letter with amounts it pays to the Firm on behalf of other Federal Reserve Banks.

Exhibit C: Up-the-Ladder Reporting Procedure

Revised September 5, 2007

APPENDIX 3 to Policy on Reporting Apparent or Possible Violations of Law, and Potential Instances of Fraud, Waste or Abuse

Subject: Up the Ladder Reporting Policy for Attorneys in the Legal Group

Introduction

This policy was adopted as a result of the Sarbanes-Oxley legislation and the U.S. Securities and Exchange Commission regulations implementing it for any issuer of publicly traded securities. While the Bank is not an issuer covered by this law, the Bank has chosen to follow it.

Policy

1. Attorneys in the Legal Group are responsible for “up the ladder” reporting whenever an attorney believes that the Bank, or one of its officers or employees, has committed a material violation of any state or Federal law, or of fiduciary duty (hereafter referred to as a “material violation”).
2. An attorney who suspects any material violation (“the Reporting Attorney”) should bring the matter to the General Counsel’s attention or if the chief legal officer is implicated, to the attention of the Bank’s President.
3. Alternatively, the Reporting Attorney may bring the suspected material violation to his or her supervising attorney. A supervising attorney who receives such a report should bring it to the General Counsel or the President’s attention.
4. Within ten business days from the time a report is received by the General Counsel or the Bank’s President, the Reporting Attorney will be informed as to the action, if any, that will be taken. If an investigation is needed, the Reporting Attorney will be informed of the commencement of an investigation within the 10 business day period. When the investigation is completed, the Reporting Attorney will be informed of its principal findings and the action, if any, that will be taken.
5. If, after making the initial report to the General Counsel or the Bank’s President, the Reporting Attorney does not receive a response believed to be appropriate within the given time period, or if, after receiving information about the action to be taken, if any, the Reporting Attorney believes it is not sufficient to remedy the material violation, then the Reporting Attorney is required to inform the Auditing Committee of the Board of Directors of that opinion.
6. If the Reporting Attorney believes that any investigation is taking too much time, periodic updates can be provided. If timeliness of the action is a concern to the Reporting Attorney, the Auditing Committee should be informed of the concern.
7. Communication with the Auditing Committee should be by memorandum, addressed to the Chairman of the Auditing Committee. It should state that it is an “Up the Ladder” report, and the reasons underlying the opinion.
8. No action will be taken against any person for complying with this procedure. It is violation of Bank policy to harass or retaliate against someone who is reporting a perceived wrong.
9. An attorney’s failure to make such a report is a violation of policy.