

# FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

January 30, 2024

## VIA E-MAIL

The Bank of New York Mellon  
240 Greenwich St. 6<sup>th</sup> Floor  
New York, NY 10286  
Attention:

Managing Director

Email:  
Phone:

Senior Vice President

Email:  
Phone:

Re: Termination of Certain Agreements in connection with the Municipal Liquidity Facility

Ladies and Gentlemen:

Reference is made to (i) the Custody and Administration Agreement, dated as of May 26, 2020, between Municipal Liquidity Facility LLC (“Company”), the Federal Reserve Bank of New York (“FRBNY” or the “Managing Member”), and The Bank of New York Mellon (“BNYM”) (in such capacity, the “Custodian” and the “Administrator”), as amended, restated, supplemented or otherwise modified from time to time (the “Custody Agreement”) and (ii) the Control Agreement, dated as of May 26, 2020, between the FRBNY, as secured party (the “Secured Party” or “Party A”), the Company (“Party B”), and BNYM (in its capacity as custodian under the Custody Agreement), as amended, restated, supplemented or otherwise modified from time to time (the “Control Agreement”). Capitalized terms used but not defined herein have the meanings assigned to them in the Custody Agreement or the Control Agreement, as applicable.

The Company has identified the following items as requiring attention to close out the Custody Agreement, the Control Agreement and the services performed by BNYM thereunder. This letter is not intended, and is not to be interpreted, as a waiver or modification of any right or obligation either the Company or Managing Member have under the Custody Agreement or the Control Agreement or as limiting the survival of any of the provisions which the Custody

CLEARED FOR RELEASE

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Agreement or the Control Agreement give continuing effect, such as under Article 7, Section 15 of the Custody Agreement. Among the provisions of the Custody Agreement that survive termination, the Company calls to BNYM's attention its continuing obligations under Article 5, Section 10 (Inspection) and Section 11 (Confidentiality) and Section 19 (Information Security) to maintain information handling and security of Confidential Information that may be retained by BNYM consistent with the Custody Agreement.

Therefore, the parties to the Custody Agreement and the Control Agreement, as applicable, agree as follows:

1. **Termination.** The Custody Agreement, as amended and supplemented by this letter agreement, the accounts created and security interests created or granted thereby, and any powers granted to or appointment made of the Custodial or the Administrator, are terminated effective at the close of business on February 29, 2024 (the "Termination Date"). Pursuant to Section 13 of the Control Agreement, the Control Agreement shall terminate in conjunction with the termination of the Custody Agreement and is therefore terminated effective at the close of business on the Termination Date.

2. **Reports and Actions.** The Administrator shall continue to comply with all relevant reporting obligations under Article 4 of the Custody Agreement, including delivery of final reports as follows:

- i. Final custody to accounting reconciliation for February 2024;
- ii. Financial statement for the 1<sup>st</sup> quarter of 2024 through the Termination Date to be delivered no later than April 15, 2024; and
- iii. In addition to delivering any SOC 1 Reports due under Article 5, Section 20 of the Custody Agreement, BNYM shall deliver an interim report covering the period through March 31, 2024 within a reasonable amount of time after its release (which is expected to be in May 2024).

In addition, the Custodian will prepare Form 1099-MISC for each relevant firm paid by the Company in 2024, provide to the Managing Member for review, provide final form to recipients and file electronically with the Internal Revenue Service by the relevant deadlines.

4. **Information Security.** The Custodian will provide the documentary evidence described in the Article 5, Section 19(a) of the Custody Agreement as reasonably requested by FRBNY, so long as the Custodian retains Confidential Information.

5. **Final Compliance Certificate.** In addition to the Officer's Certificate required under Article 7, Section 12 of the Custody Agreement, due for the calendar quarter ending December 31, 2023, BNYM shall deliver a final compliance certificate covering the period from January 1, 2024 through the Termination Date.

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6. **Books of Account.** The Custodian shall retain statements as described in Article 4, Section 4 of the Custody Agreement and make them easily accessible to the Managing Member upon request through December 31, 2025. The parties understand that after the Termination Date, any such statements will be delivered via email or similar electronic transmission.

7. **Workforce Inclusion.** BNYM will cooperate with reasonable requests for information from the Managing Member with respect to Article 5, Section 15 of the Custody Agreement.

8. **Notice.** By signing this letter agreement, BNYM accepts delivery of this notice by electronic mail transmission in full satisfaction of delivery obligations under Article 7, Section 2 of the Custody Agreement and Section 11 of the Control Agreement, including for recipients for which no electronic mail address was provided.

9. **Governing Law; Survival.** This letter agreement is to be governed by the laws of the state of New York. This letter agreement survives the termination of each of the Custody Agreement and the Control Agreement.

10. **Fees.** Payment of the fees accrued, invoiced, and paid for the period through the Termination Date are in full satisfaction of the Company's obligations under the Custody Agreement and the Control Agreement. No additional fees shall accrue in connection with the delivery of reports or other obligations described in this letter agreement that occur after the Termination Date.

11. **Counterparts; Effectiveness.**

All terms of the Custody Agreement and the Control Agreement remain in effect and unmodified except as set forth herein. All terms of the Custody Agreement and Control Agreement that survive termination are made for the benefit of the Company and its members and survive not only the termination of the Custody Agreement and the Control Agreement, but also dissolution or cancellation of the Company, and can be enforced by its members as intended third-party beneficiaries.

The parties to the Custody Agreement and the Control Agreement may sign this letter agreement in counterparts, each of which will be deemed an original but both of which together will constitute a single instrument. This letter agreement becomes effective when a counterpart has been signed by each of the undersigned parties and delivered to the Managing Member. Delivery of an executed signature page to this letter agreement by e-mail to the Managing Member is to be as effective as delivery of a manually signed counterpart.

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Sincerely,

MUNICIPAL LIQUIDITY FACILITY LLC,

By FEDERAL RESERVE BANK OF NEW YORK, its sole managing member

By: \_\_\_\_\_

Name:

Title: Market Operations and Analysis Director

FEDERAL RESERVE BANK OF NEW YORK, as sole managing member

By: \_\_\_\_\_

Name:

Title: Market Operations and Analysis Director

FEDERAL RESERVE BANK OF NEW YORK, as Secured Party

By: \_\_\_\_\_

Name:

Title: Head of Discount Window and Collateral Valuation

Agreed to as of the date of this letter:

THE BANK OF NEW YORK MELLON

By: \_\_\_\_\_

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

Title: Director

## CONTROL AGREEMENT

Control Agreement, dated as of May 26, 2020 (this “**Agreement**”), among the Federal Reserve Bank of New York, as secured party (“**Party A**” or “**Secured Party**”), Municipal Liquidity Facility LLC (“**Party B**”), and The Bank of New York Mellon, in its capacity as custodian under the Custody Agreement (as defined below) (in such capacity, together with its successors in such capacity, the “**Custodian**”).

**WHEREAS**, pursuant to the Custody and Administration Agreement, dated as of May 26, 2020 between Custodian and Party B (the “**Custody Agreement**”), Custodian has agreed to act as custodian for Party B’s assets and has established the Custody Account and the Liquidity Account;

**WHEREAS**, pursuant to the Security Agreement, dated as of May 26, 2020 (the “**Security Agreement**”), among Party B, as borrower and Party A, as secured party, Party B granted to Party A a security interest in the Collateral Accounts (as defined below) and this Agreement is the “Control Agreement” referred to in the Security Agreement; and

**WHEREAS**, Party A, Party B and Custodian are entering into this Agreement to provide for the control of the Custody Account and the Liquidity Account and all property credited thereto;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed as follows:

### Definitions

**1. Definitions.** The terms “Custody Account” and “Liquidity Account” shall have the meanings assigned to such terms in the Custody Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Security Agreement or in that certain Credit Agreement, dated as of May 26, 2020 (the “**Credit Agreement**”), between Party B, as borrower, and Party A, as lender.

### Terms

**1. Collateral Accounts.** Custodian has established the Custody Account and the Liquidity Account (each a “**Collateral Account**”) pursuant to the Custody Agreement. The Custodian shall treat all property from time to time credited to a Collateral Account as financial assets under Article 8 of the Uniform Commercial Code, as in effect from time to time in the State of New York (the “**UCC**”), other than cash, if any, remaining uninvested, which cash be credited to an associated deposit account, which shall be considered part of the Custody Account or Liquidity Account, as the case may be. Party B is the “entitlement holder” with respect to the Collateral Accounts and the “customer” with respect to any associated deposit account, as each such term is defined in the UCC. The Custodian shall have no responsibility for determining the adequacy of any collateral required under the Security Agreement, nor will it assume responsibility for any calculations related to any collateral requirements under, or for determining compliance with, the Security Agreement.

**2. Collateral Account and Securities Entitlement Control.**

2.1 Security Interest. This Agreement is intended by Party A and Party B to grant “control” of the Collateral Accounts to Party A for purposes of perfection of Party A’s security interest therein and in all financial assets and cash from time to time credited thereto pursuant to Article 8 and Article 9 of the UCC, and the Custodian hereby acknowledges that it has been advised of Party B’s grant to Party A of a security interest in the Collateral Accounts. Notwithstanding the foregoing, the Custodian makes no representation or warranty with respect to the creation, perfection or enforceability of any security interest in the Collateral Accounts.

2.2 Control by Party B. Unless and until the Custodian receives written notice from Party A pursuant to Section 2.3 below instructing the Custodian that Party A is exercising its right to exclusive control over the Collateral Accounts (it being understood that the notice shall be in substantially the form attached hereto as Exhibit A (a “**Notice of Exclusive Control**”) and that the Custodian shall have a reasonable time, not longer than two (2) Business Days to act on such notice), or if all previous Notices of Exclusive Control have been revoked or rescinded in writing by Party A: (i) the Custodian shall take actions with respect to the property credited to the Collateral Accounts upon the instructions of the Managing Member and (ii) the Custodian shall have no responsibility or liability to Party A or Party B for actions taken in accordance with such instructions.

### 2.3 Control by Party A.

(i) Party A agrees to provide the Custodian, in the form of Exhibit B attached (as may be amended from time to time), the names and signatures of authorized parties who may give notices, instructions, or entitlement orders concerning the Collateral Accounts. Other means of notice or instruction may be used provided that Party A and the Custodian agree to appropriate security procedures. Upon receipt by the Custodian of a Notice of Exclusive Control and following a reasonable time to act thereon (but in any event no more than two (2) Business Days after such receipt), the Custodian shall thereafter follow only the instructions or entitlement orders of Party A with respect to the Collateral Accounts and all financial assets and cash from time to time credited thereto and shall comply with any entitlement order or instructions (within the meaning of Sections 8-102, 9-104 and 9-106 of the UCC) received from Party A, without further consent of Party B or any other Person, and Custodian will not comply with entitlement orders or instructions concerning the Collateral Accounts or any financial assets and cash from time to time credited thereto originated by Party B or any other Person without the prior written consent of Party A.

(ii) The Custodian shall have no responsibility or liability to Party B for complying with a Notice of Exclusive Control or complying with entitlement orders or instructions originated by Party A concerning the Collateral Accounts or any financial assets or cash from time to time credited thereto. The Custodian shall have no duty to investigate or make any determination to verify the existence of an event of default or compliance by either Party A or Party B with applicable law or the Loan Documents, and the Custodian may conclusively rely upon and shall be fully protected in complying with a Notice of Exclusive Control whether or not Party B may allege that no such event of default or other like event exists.

(iii) As between Party A and the Custodian, notwithstanding any provision contained herein or in any other document or instrument to the contrary, the Custodian shall not be liable for any action taken or omitted to be taken at the instruction or entitlement order of Party A, or any action taken or omitted to be taken under or in connection with this Agreement, except for the Custodian's own gross negligence, bad faith, fraudulent actions or willful misconduct in carrying out such instruction or entitlement order.

**3. Distributions.** The Custodian shall, without further action by Party B or Party A, credit to Party B's Collateral Accounts all interest, dividends and other income received by the Custodian on the property credited thereto.

**4. Release of Security Interest.** Party A agrees to notify the Custodian promptly in writing when all Obligations have been fully paid and satisfied or Party A otherwise no longer claims any interest in the Collateral Accounts or any financial assets or cash from time to time credited thereto under the Security Agreement, whichever is sooner; at which time the Custodian shall have no further liabilities or responsibilities hereunder and the Custodian's obligations under this Agreement shall terminate.

**5. Duties and Services of Custodian.**

(i) Custodian agrees that it is acting as a securities intermediary as defined in Section 8-102 of the UCC and as an intermediary as defined in the *Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary, July 5, 2006, 17 U.S.T. 401, 46 I.L.M. 649 (entered into force April 1, 2017)* with respect to the establishment and maintenance of the Collateral Accounts and any financial assets credited thereto, except Identified Securities (as defined below). The Custodian agrees, with respect to any associated deposit account, that it is acting as a "bank" as such term is used in Section 9-102 of the UCC.

(ii) The Custodian shall have no duties, obligations, responsibilities or liabilities with respect to the Collateral Accounts or any financial assets or cash from time to time credited thereto except as and to the extent expressly set forth in this Agreement and the Custody Agreement, and no implied duties of any kind shall be read into this Agreement against the Custodian including, without limitation, the duty to preserve, exercise or enforce rights in the Collateral Accounts or any financial assets or cash credited thereto. The Custodian shall not be liable or responsible for anything done or omitted to be done by it in good faith and in the absence of willful misconduct, bad faith, fraudulent actions or gross negligence and may rely and shall be protected in acting upon any notice, instruction, entitlement order or other communication which it reasonably believes to be genuine and authorized.

(iii) As between Party B and the Custodian, except for the rights of control in favor of Party A agreed to herein, nothing herein shall be deemed to modify, limit, restrict, amend or supersede the terms of the Custody Agreement, and Custodian shall be and remain entitled to all of the rights, indemnities, powers, and protections in its favor under the Custody Agreement, which shall apply fully to the Custodian's actions and omissions hereunder. Instructions or entitlement orders under this Agreement from Party B's

authorized representative given in accordance with the terms of the Custody Agreement shall also constitute Instructions under the Custody Agreement.

(iv) As between the Custodian and Party A, Party A shall indemnify and hold the Custodian harmless with regard to any losses or liabilities of the Custodian (including reasonable attorneys' fees) imposed on or incurred by the Custodian arising out of any action or omission of the Custodian in accordance with any notice, instruction, or entitlement order of Party A under this Agreement. The indemnity in this Section 5 shall survive the termination of this Agreement, including any termination under any bankruptcy law.

(v) The parties hereto acknowledge and agree that "no security entitlement" under the UCC shall exist with respect to any financial asset held in the Collateral Accounts which is registered in the name of Party B, payable to the order of Party B, or specially indorsed to Party B or any third party (each such asset an "**Identified Security**"), except to the extent such Identified Security has been specially indorsed in blank or by Party B to the Custodian or its nominee. The parties further acknowledge and agree that any such Identified Securities received by the Custodian and credited to the Collateral Accounts from time to time shall (so long as so credited to the Collateral Accounts and so long as this Agreement remains in effect) be held by the Custodian for the benefit of Party A, not in its capacity as a "securities intermediary" (as defined in the UCC), but in its capacity as a collateral agent under and subject to the terms of this Agreement.

(vi) Except for the claims and interest of Party A and of Party B in the Collateral Accounts, the Custodian does not know of any claim to, or interest in, the Collateral Accounts or in any of the cash credited thereto or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Collateral Account of any financial asset or cash credited thereto of which the office of the general counsel or any senior vice president or more senior management member of the U.S. Investor Services division of the Custodian becomes aware, the Custodian will promptly notify Party A and Party B thereof.

Notwithstanding anything to the contrary contained herein, all of the rights and indemnities provided to the Custodian under the Custody Agreement shall apply to all of the activities of the Custodian in connection with the administration of this Agreement as if they were fully set forth herein.

**6. Force Majeure; Special Damages.** The Custodian shall be responsible for maintaining and preserving its operations, facilities and systems (including its computer 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 the other requirements of this Agreement and the Custody Agreement) 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, directly or indirectly, by circumstances beyond its



reasonable control, including without limitation, 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, accidents, labor disputes, acts of civil or military authority or governmental actions, or similar events or the interruption, malfunction or suspension of any utilities, computer (hardware or software) or communication services. 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, and subject to, the terms of this Agreement and the Custodian shall provide Party A and Party B with written notice of 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.

In no event shall any party hereto be liable to any Person for special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits) even if such party has been advised of the possibility or likelihood of such damages.

**7. Compliance with Legal Process and Judicial Orders.** Subject to Section 20, the Custodian shall have no responsibility or liability to Party A or Party B or to any other person or entity for acting in accordance with any judicial or arbitral process, order, writ, judgment, decree or claim of lien relating to the Collateral Accounts subject to this Agreement notwithstanding that such order or process is subsequently modified, vacated or otherwise determined to have been without legal force or effect.

#### **8. Custodian Representations.**

(i) The Custodian agrees and confirms, as of the date hereof, and at all times until the termination of this Agreement, that it has not entered into, and until the termination of this Agreement will not enter into, any agreement (other than the Custody Agreement) with any other person or entity relating to any Collateral Account or any financial asset or cash credited thereto under which it has agreed to comply with entitlement orders (as defined in Section 8-102 of the UCC) or instructions (within the meaning of Section 9-104 of the UCC) of such other person or entity. The Custodian has not entered into any other agreement with Party A or Party B purporting to limit or condition the obligation of the Custodian to comply with entitlement orders as set forth in Sections 2.2 or 2.3 hereof.

(ii) The Collateral Accounts have been established and will be maintained in the manner set forth herein until termination of this Agreement. The Custodian shall not change the name or account number of the Collateral Accounts without the prior written consent of Party A.

(iii) No financial asset is or will be registered in the name of Party B, payable to its order, or specially endorsed to it, except to the extent such financial asset has been endorsed to the Custodian or in blank (unless and except to the extent the Custodian has agreed to hold such asset as bailee on behalf of the Secured Party in accordance with clause (a) of the definition of "Delivery" in the Security Agreement).

(iv) This Agreement is the valid and legally binding obligations of the Custodian, enforceable against the Custodian in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcements of creditors' rights generally and by general equitable principals (whether enforcement is sought by proceedings in equity or at law).

**9. Access To Reports.** The Custodian will provide to Party A a copy of each statement of the Collateral Accounts and each other report it delivers to Party B pursuant to the Custody Agreement, contemporaneously with the delivery thereof to Party B.

**10. Fees and Expenses of Custodian; Waiver of Set-Off.**

Party B 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 Custody and Administration Agreement. The agreements in this Section 10 shall survive the termination of this Agreement, to the extent of fees earned or costs or expenses incurred or accrued prior to the effective date of such termination.

In the event that the Custodian has or subsequently obtains by agreement, operation of law or otherwise a security interest in the Collateral Account or any security entitlement credited thereto, the Custodian hereby agrees that such security interest shall be subordinate to the security interest of Secured Party. Except for liens or other rights or interests agreed to be made subordinate by the preceding sentence the financial assets and other items deposited to the Collateral Account will not otherwise be subject to deduction, set-off, banker's lien, or any other right in favor of any person.

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

If to Custodian, then:

Executive Vice President  
The Bank of New York Mellon  
240 Greenwich St., 6<sup>th</sup> Floor  
New York, NY 10286  
Email:  
Telephone:

If to Party B, then:

Municipal Liquidity Facility LLC  
c/o Federal Reserve Bank of New York  
33 Liberty Street

New York, NY 10045-0001  
Attention: Assistant Vice President  
Telephone :  
Email: [MLF@ny.frb.org](mailto:MLF@ny.frb.org)  
With a copy sent by e-mail to

and:

General Counsel and Executive Vice President  
Federal Reserve Bank of New York  
33 Liberty Street  
New York, NY 10045-0001  
Telephone:  
Email

If to Party A or the Secured Party, then:

Federal Reserve Bank of New York  
33 Liberty Street  
New York, NY 10045-0001  
Attention: Senior Vice President  
Telephone:  
Email: [MLF@ny.frb.org](mailto:MLF@ny.frb.org)  
With a copy by e-mail to

and:

General Counsel and Executive Vice President  
Federal Reserve Bank of New York  
33 Liberty Street  
New York, NY 10045-0001  
Telephone:  
Email:

**12. Amendment of Agreement and Custody Agreement.** No amendment or modification of this Agreement will be effective unless it is in writing and signed by each party hereto. Party B and the Custodian agree that so long as this Agreement is in effect they will not amend the Custody Agreement in any way that could adversely affect Party A without the prior written consent of Party A.

**13. Termination.** This Agreement shall continue in effect until Party A has notified the Custodian in writing that this Agreement is to be terminated. This Agreement shall also terminate in conjunction with the termination of the Custody Agreement, provided that prior to the effectiveness of the termination of this Agreement Custodian shall transfer all financial assets and

cash credited to any Collateral Account that has not been released by Party A to a successor custodian designated in writing by Party A.

**14. Severability.** In the event any provision of this Agreement is held illegal, void or unenforceable, the remainder of this Agreement shall remain in effect.

**15. 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 laws of the State of New York.

**16. Headings.** Any headings appearing on this Agreement are for convenience only and shall not affect the interpretation of any of the terms of this Agreement.

**17. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same Agreement.

**18. Successors; Assignment.** This Agreement may not be assigned without the written consent of each party hereto. The Agreement will be binding upon the parties and their respective successors and assigns.

**19. Prior Agreements.** This Agreement supersedes and terminates, as of the date hereof, all prior Control Agreements, or similar agreements, between Party B and Custodian with respect to the Collateral Accounts. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing, the terms of this Agreement shall prevail.

**20. Confidentiality.** The Custodian agrees to keep confidential all non-public information provided to it by Party B or Party A 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 20, (f) if agreed by the Secured Party in its sole discretion, and (g) to the limited extent required for it to fulfill its obligations under this Agreement or the Custody Agreement; provided further, (i) pursuant to clause (b) above, the Custodian shall notify Party B and Party A, 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 Party B and Party A, if legally permitted to do so, of any proposed disclosure as far in advance of such disclosure as practicable and upon Party B’s or Party A’s written request, and, at its sole cost and expense, take all reasonable actions Party B or the Secured Party 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 20.

**21. Submission To Jurisdiction; Waivers.** Each of the Custodian, Party A and Party B hereby irrevocably and unconditionally:

- (i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the United States for the Southern District of New York, and appellate courts thereof; *provided* that, notwithstanding the foregoing, if there is no basis for federal jurisdiction in respect of any such legal action or proceeding or recognition and enforcement action, then each party submits for itself and its property in any such legal action or proceeding or recognition and enforcement action to the exclusive jurisdiction of the courts of the State of New York located in the Borough of Manhattan in New York City, and appellate courts thereof;
- (ii) 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;
- (iii) 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 each party hereto, as applicable, at their address set forth in Section 11 or at such other address of which the parties hereto shall have been notified;
- (iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;
- (v) 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
- (vi) 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, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

**22. Waiver of Jury Trial.** THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

**23. Non-Petition.** The Custodian hereby covenants and agrees that it will not at any time before the expiration of one year plus one day, or if applicable, such longer preference period following the latest of the date of termination of this Agreement, the payment of the Obligations and the termination of the Credit Agreement and the Security Documents (i) commence or institute against Party B or join with or facilitate any other Person in commencing or instituting against Party B, 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 Party B's debts. The agreements in this Section 23 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.

**24. Limited Recourse.** Notwithstanding anything to the contrary contained in this Agreement and the other Operative Documents, the obligations of Party B under this Agreement and all other Operative Documents are solely the obligations of Party B and shall be payable solely to the extent funds are available to Party B. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, Party B 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 24 shall survive the termination of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or duly authorized representatives as of the date first above written.

MUNICIPAL LIQUIDITY FACILITY LLC,

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

By: \_  
Name:  
Title: Assistant Vice President

FEDERAL RESERVE BANK OF NEW YORK,  
as Secured Party

By:

Name:

Title:

Executive Vice President, Head of Markets Group



THE BANK OF NEW YORK MELLON.  
as Custodian

By:

Name:

Title:

Executive Vice President

**Exhibit A**

[Letterhead of the Federal Reserve Bank of New York]

Date:

The Bank of New York Mellon  
240 Greenwich St., 6<sup>th</sup> Floor  
New York, NY 10286  
Attention: [ ]  
Email: [ ]  
Telephone: [ ]

RE: Municipal Liquidity Facility LLC

**NOTICE OF EXCLUSIVE CONTROL**

We hereby instruct you pursuant to the terms of that certain Control Agreement dated as of May 26, 2020 (as from time to time amended and supplemented, the “**Control Agreement**”) among the undersigned, Municipal Liquidity Facility LLC (together with its successors and assigns, “**Party B**”) and you, as Custodian, that you (i) shall not follow any instructions or entitlement orders of the specific Party B listed above with respect to the Collateral Accounts or any financial assets or cash credited thereto or otherwise held by you for such Party B, and (ii) unless and until otherwise expressly instructed by the undersigned, shall exclusively follow the entitlement orders and instructions of the undersigned with respect to such Collateral Accounts, financial assets, cash or other property.

Very truly yours,

Federal Reserve Bank of New York

By: \_\_\_\_\_  
Authorized Signatory

cc: Federal Reserve Bank of New York, as Managing Member  
33 Liberty Street  
New York, NY 10045-0001

**Exhibit B**

To

CONTROL AGREEMENT

AMONG MUNICIPAL LIQUIDITY FACILITY LLC, FEDERAL RESERVE BANK OF NEW YORK, AS  
SECURED PARTY, AND THE BANK OF NEW YORK MELLON, AS CUSTODIAN

DATED MAY 26, 2020

AUTHORIZED PERSONS FOR FEDERAL RESERVE BANK OF NEW YORK,  
AS SECURED PARTY

The Bank of New York Mellon is directed to accept and act upon written instructions or entitlement orders received from any one of the following persons at Party A:

Name

Telephone Number

Signature

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Authorized by: \_\_\_\_\_  
as authorized agent of Federal Reserve Bank of New York, as Secured Party

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

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

Date: \_\_\_\_\_