

AMENDMENT NO. 10

Dated as of January 23, 2021

to and under

Amended and Restated Credit Agreement

Dated as of April 8, 2014, as Amended

Each of THE DOMESTIC AND FOREIGN MISSIONARY SOCIETY OF THE PROTESTANT EPISCOPAL CHURCH IN THE UNITED STATES OF AMERICA and U.S. BANK NATIONAL ASSOCIATION agree as follows:

1. Credit Agreement. Reference is made to the Amended and Restated Credit Agreement, dated as of April 8, 2014, between The Domestic and Foreign Missionary Society of the Protestant Episcopal Church in the United States of America (the “Borrower”) and U.S. Bank National Association (the “Lender”), as amended by Amendment No. 1, dated as of July 23, 2014, between the Borrower and the Lender, as further amended by Amendment No. 2 dated as of July 22, 2015, between the Borrower and the Lender, as further amended by Amendment No. 3 dated as of August 31, 2016, between the Borrower and the Lender, as further amended by Amendment No. 4 dated as of September 5, 2017, between the Borrower and the Lender, as further amended by Amendment No. 5 dated as of November 6, 2017, between the Borrower and the Lender, as further amended by Amendment No. 6 dated as of August 29, 2018, between the Borrower and the Lender, as further amended by Amendment No. 7 dated as of August 29, 2019, as further amended by Amendment No. 8 dated as of August 27, 2020, and as further amended by Amendment No. 9 dated as of November 30, 2020. between the Borrower and the Lender (said credit agreement, as so amended, and as may be further amended, supplemented, or modified from time to time, including by Amendment No. 9, the “Credit Agreement”). Terms used but not defined in this Amendment No. 10 (the “Amendment”) are used herein within the meaning ascribed to them in the Credit Agreement.

2. Amendments.

(a) On and after the Effective Date (as defined below), the definition of “Term Loan Termination Date” in Section 1(a) of the Credit Agreement is hereby deleted and the following substituted therefor:

“Term Loan Termination Date” means January 23, 2026.

(b) Paragraph (c)(i)(A) of Section 2.1 of the Credit Agreement is amended by deleting said paragraph in its entirety and replacing it with the following:

(c) (i) (A) Subject to Section 2(c)(i)(B), the unpaid principal balance of each Revolving Credit Loan will bear interest at an annual rate equal to 0.75% plus Adjusted LIBOR and the unpaid principal balance of the Term Loan will bear interest at an annual rate of 1.15% plus Adjusted Term Loan LIBOR. The Lender’s internal records of applicable interest rates shall be determinative in the absence of manifest error.

(bc) Section 2(o) of the Credit Agreement is hereby deleted and the following substituted therefor:

If the Lender has determined that (a) the one-month LIBOR (as used to determine Adjusted LIBOR and Adjusted Term Loan LIBOR) is no longer available, either because (i) one-month LIBOR is not being quoted or published, (ii) any relevant agency or authority has announced that one-month LIBOR will no longer be published or is no longer representative, or (iii) any similar circumstance exists such that one-month LIBOR has become unavailable or ceased to exist, or (b) similar loans are being documented with a replacement rate to one-month LIBOR, the Lender may, in its discretion, replace one-month LIBOR with a replacement rate (which may include a successor index and a spread adjustment), taking into consideration any selection or recommendation of a replacement rate by any relevant agency or authority and evolving or prevailing market conventions. In connection with the selection and implementation of any such replacement rate, the Lender may make any technical, administrative or operational changes that the Lender decides may be appropriate to reflect the adoption and implementation of such replacement rate. The Lender does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, one-month LIBOR or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, one-month LIBOR. The Lender's internal records of applicable interest rates shall be determinative in the absence of manifest error.

(ed) Section 5(b)(iv)(B) is hereby deleted in its entirety.

3. Continuing Effect of Credit Agreement. The provisions of the Credit Agreement, as amended by the amendment in Section 2 hereof, are and shall remain in full force and effect and are hereby in all respects confirmed, approved and ratified.

4. Representations and Warranties. In order to induce the Lender to agree to the amendments contained herein, the Borrower hereby represents and warrants as follows:

(a) The Borrower has the power, and has taken all necessary action to authorize it, to execute, deliver and perform in accordance with their respective terms, this Amendment and the Credit Agreement as amended by this Amendment. This Amendment has been duly executed and delivered by a duly authorized officer of the Borrower and is, and the Credit Agreement as amended by this Amendment is, the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(b) Each of the representations and warranties set forth in Section 5 of the Credit Agreement, after giving effect to this Amendment, shall be made at and as of the Effective Date, except to the extent that any such representations or warranties are made as of a specified date or with respect to a specified period of time, in which case such representations and warranties shall be made as of such specified date or with respect to such specified period.

(c) Each of the conditions to effectiveness set forth in Section 5 hereof has been satisfied or waived.

5. Conditions to Effectiveness. This Amendment shall be effective as of the date first written above, but shall not become effective as of such date until the date (the "Effective Date") that the Lender, in its sole discretion, shall have determined that each of the following conditions has been satisfied or waived:

The Lender shall have received each of the following in form and substance satisfactory to it:

(i) this Amendment duly executed by the Borrower and the Lender; and

(ii) such other information, documents or materials as the Lender may have reasonably requested.

6. Governing Law. This Amendment shall, pursuant to New York General Obligations Law 5-1401, be construed in accordance with and governed by the law of the State of New York.

7. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

8. Headings. Section headings in this Amendment are included herein for convenience and reference only and shall not constitute a part of this Amendment for any other purpose.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers all as of the Effective Date.

THE DOMESTIC AND FOREIGN MISSIONARY
SOCIETY OF THE PROTESTANT EPISCOPAL
CHURCH OF THE UNITED STATES OF AMERICA

By: _____
N. Kurt Barnes
Treasurer & CFO

U.S. BANK NATIONAL ASSOCIATION

By: _____
Katherine K. Miller
Senior Vice President

[Signature page to Amendment No. 10 to and under
Amended and Restated Credit Agreement dated as of April 8, 2014, as amended]

Summary report:	
Litera® Change-Pro for Word 10.8.2.10 Document comparison done on 1/6/2021 9:12:42 AM	
Style name: MVASet	
Intelligent Table Comparison: Active	
Original DMS: dm://CHAR1/1773824/3	
Modified DMS: dm://CHAR1/1773824/4	
Changes:	
<u>Add</u>	5
Delete	2
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7