

## SECOND AMENDMENT

This SECOND AMENDMENT, dated as of June 28, 2012 (this “**Amendment**”), amends that certain CREDIT AGREEMENT, dated as of March 3, 2009 (as amended from time to time, the “**Credit Agreement**”), among TALF LLC, a Delaware limited liability company (“**Borrower**”), the FEDERAL RESERVE BANK OF NEW YORK, in its capacity as controlling party and senior lender (“**Controlling Party**” or “**Senior Lender**”) and the UNITED STATES DEPARTMENT OF THE TREASURY, as subordinated lender (“**Subordinated Lender**”). Capitalized terms used but not defined herein have the respective meanings given to them in the Credit Agreement.

WHEREAS, the parties hereto have agreed to amend the Credit Agreement as more fully set forth below;

NOW, THEREFORE, the parties hereto hereby agree as follows:

### Section 1. *Definitions*

#### *Amendment of Section 1.01 of the Credit Agreement (Defined Terms).*

- (i) The definition of “Senior Loan Commitment” is hereby restated in its entirety as follows: “**Senior Loan Commitment**”: the obligation of the Senior Lender to make Senior Loans to the Borrower in an aggregate principal amount not to exceed \$2,600,000,000.
- (ii) The definition of “Senior Loan Commitment Availability Date” is hereby restated in its entirety as follows: “**Senior Loan Commitment Availability Date**”: the date on which the aggregate initial principal amount of Subordinated Loans made by the Subordinated Lender (excluding any Contingent Interest) equals \$1,400,000,000.
- (iii) The definition of “Subordinated Loan Commitment” is hereby restated in its entirety as follows: “**Subordinated Loan Commitment**”: the obligation of the Subordinated Lender to make Subordinated Loans to the Borrower in an aggregate principal amount not to exceed \$1,400,000,000.

### Section 2. *Miscellaneous*

- (i) *Continuing Effectiveness.* Except as expressly set forth herein, the Credit Agreement shall remain in full force and effect and is ratified, approved and confirmed in all respects. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the parties under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.
- (ii) *Reference to and Effect on the Credit Agreement.* Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement

shall mean and be a reference to the Credit Agreement as amended by this Amendment.

- (iii) *Execution in Counterparts; Effectiveness of Amendment.* 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 thereon and hereto were upon the same instrument. This Amendment shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

Section 3. *Governing Law.* THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES IF AND TO THE EXTENT SUCH LAW IS APPLICABLE, AND OTHERWISE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

Section 4. *Successors and Assigns.* The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

TALF LLC, as Borrower

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

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

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

FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

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

Name:  
Title:

FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

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

Name:  
Title:

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

TALF LLC, as Borrower

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

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

Name:

Title:

FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

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

Name:

Title:

FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

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

Name:

Title:

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

TALF LLC, as Borrower

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

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

Name:

Title:

FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

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

Name:

Title:

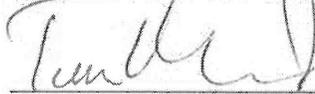
FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

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

Name:

Title:

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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

Name: Timothy G. Massad  
Title: Assistant Secretary for  
Financial Stability