

**THIRD AMENDMENT TO CREDIT AGREEMENT AND FIRST AMENDMENT TO SECURITY AGREEMENT**

THIRD AMENDMENT, dated as of January 15, 2013, to 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 (the "**Controlling Party**" or "**Senior Lender**") and the UNITED STATES DEPARTMENT OF THE TREASURY, as subordinated lender ("**Subordinated Lender**") and FIRST AMENDMENT, dated as of January 15, 2013, to that certain Security and Intercreditor Agreement, dated as of March 3, 2009 (the "**Security Agreement**"), among the Borrower, the Senior Lender, the Controlling Party, the Subordinated Lender and THE BANK OF NEW YORK MELLON, in its capacity as collateral agent (together with the Third Amendment to the Credit Agreement, this "**Amendment**"). Capitalized terms used but not defined herein have the respective meanings given to them in the Credit Agreement or, if not defined in the Credit Agreement, in the Security Agreement.

WHEREAS, the parties hereto have agreed (x) to amend the Credit Agreement as more fully set forth below and (y) to amend the Security Agreement as more fully set forth below;

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

**SECTION 1. Amendments to the Credit Agreement.** The Credit Agreement is hereby amended as follows:

(a) Amendment of Subsection 1.01 (Defined Terms).

(i) The definition of "Available Senior Loan Commitment" is hereby restated in its entirety as follows: "**Available Senior Loan Commitment**": with respect to the Senior Loan Commitment, an amount equal to \$0.

(ii) The definition of "Available Subordinated Loan Commitment" is hereby restated in its entirety as follows: "**Available Subordinated Loan Commitment**": with respect to the Subordinated Loan Commitment, an amount equal to \$0.

(iii) The definition of "Controlling Party" is hereby restated in its entirety as follows: "**Controlling Party**": Federal Reserve Bank of New York

(iv) 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 \$0.

(v) 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 \$0.

(b) Amendment of Section 4.01 of the Credit Agreement (Representations and Warranties of the Borrower). Subsection 4.01 of the Credit Agreement is hereby amended in order to allow for the application of the funds deposited in the Loan Proceeds Account on the Closing Date by adding the following at the end of paragraph (j) (Use of Proceeds) of such subsection: “Notwithstanding the preceding clause (x) or anything to the contrary in any Transaction Document, funds held in the Loan Proceeds Account may be distributed in accordance with the Waterfall.”

(c) Amendment of Section 5.02 of the Credit Agreement (Conditions to Each Extension of Loans). Subsection 5.02 of the Credit Agreement is hereby amended in order to allow for the application of the funds that were deposited in the Loan Proceeds Account on the Closing Date by adding the following after the parenthetical “(including the Cash Collateral Account and the Loan Proceeds Account but excluding the Expense Reimbursement Account)” in paragraph (e) of such subsection:

“Notwithstanding anything to the contrary in any Transaction Document, funds held in the Loan Proceeds Account may be distributed in accordance with the Waterfall.”

(d) Amendment of Section 9.07 of the Credit Agreement (Subordination).

(i) Subsection 9.07 of the Credit Agreement is hereby amended to conform the subordination provisions to the repayment of the Subordinated Loans by inserting after the phrase “received by the Subordinated Lender” in paragraph (e) of such subsection the following:

“(other than the payments contemplated by the Waterfall)”.

**SECTION 2. Amendments to the Security Agreement.** Section 5(b) of the Security Agreement is amended to provide for the repayment of the Subordinated Loans, the removal of the role of Subordinated Lender in directing to changes in the amounts funded to the Expense Reimbursement Account, and the application of amounts deposited in the Loans Proceeds Account and is restated to read in its entirety as follows:

“(b) *Application of Proceeds.* All amounts available in the Collateral Account (including amounts available in the Loan Proceeds Account) as of each Payment Determination Date shall be distributed by the Collateral Agent on the first following Payment Date in accordance with a Payment Calculation Report delivered to, and approved by, the Controlling Party in accordance with the Administration Agreement prior to such Payment Date, in the following order of priority, subject to clause (c) of this Section:

“*first*, to pay any Costs and Expenses then due and payable, any Fees then due and payable and any indemnity amounts and any other amounts then owing under any of the Transaction Documents to any Person (except as otherwise provided for in this Section 5 and in accordance with Proper Instructions), in each case, to the extent such Costs and Expenses, Fees and indemnity and other amounts, as applicable, have been incurred no later than two Business Days prior to the Payment Determination Date immediately preceding such Payment Date and have been invoiced no later than such Payment Determination Date, which payments shall be distributed to the Persons to

whom such amounts are owing; *provided* that to the extent that amounts on deposit in the Collateral Account (other than amounts on deposit in the Loan Proceeds Account) are insufficient to pay all amounts that are owing pursuant to this clause first on any Payment Date, amounts will be distributed ratably to the Persons to whom such amounts are owed pursuant to this clause first;

*“second*, to fund the Expense Reimbursement Account until the balance thereof is equal to \$15,000,000, or such other amount less than \$15,000,000 as may be specified by the Controlling Party pursuant to a Proper Instruction, or such other amount greater than \$15,000,000 as may be specified by the Controlling Party and the Subordinated Lender pursuant to a Proper Instruction;

*“third*, to pay the outstanding principal amount of the Senior Loans until such outstanding principal amount shall have been paid in full;

*“fourth*, to fund the Cash Collateral Account until the balance thereof is equal to the sum, as of such Payment Determination Date, of (x) the aggregate principal amount of all TALF Loans then outstanding plus (y) all accrued and unpaid interest thereon, or such lesser amount as may be specified by the Controlling Party pursuant to a Proper Instruction;

*“fifth*, to pay the outstanding principal amount of the Subordinated Loans until such outstanding principal amount shall have been paid in full;

*“sixth*, to pay the accrued but unpaid interest (including Post-Petition Amounts, to the fullest extent permitted by applicable law, but excluding Contingent Interest) outstanding on the Senior Loans, until such accrued but unpaid interest shall have been paid in full;

*“seventh*, to pay the accrued but unpaid interest (including Post-Petition Amounts, to the fullest extent permitted by applicable law, but excluding Contingent Interest) outstanding on the Subordinated Loans, until such accrued but unpaid interest shall have been paid in full;

*“eighth*, to pay any other Secured Obligations (other than Contingent Interest) then outstanding;

*“ninth*, to pay (x) 90% of all remaining amounts to the Subordinated Lender as Contingent Interest, and (y) 10% of all remaining amounts to the Senior Lender as Contingent Interest.

### **SECTION 3. *Miscellaneous***

(a) *Continuing Effectiveness.* Except as expressly set forth herein the Credit Agreement and the Security Agreement shall remain in full force and effect and are 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 or the Security Agreement, nor constitute a waiver of any provision of the Credit Agreement or the Security Agreement.

(b) *References to and Effectiveness of the Credit Agreement and Security Agreement* On and after January 15, 2013, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Transaction Document shall be deemed a reference to the Credit Agreement as amended by this Amendment. On and after January 15, 2013, each reference in the Security Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Security Agreement” in any other Transaction Document shall be deemed a reference to the Security Agreement as amended by this Amendment.

(c) *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 each other party hereto.

**SECTION 4. *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 5. *Successor 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: Vice President

FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

By: \_\_\_\_\_  
Name: Roseann Stichnoth  
Title: Executive Vice President

FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

By: \_\_\_\_\_  
Name: Roseann Stichnoth  
Title: Executive Vice President

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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

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: Zachary Taylor  
Title: Vice President

FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

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

FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

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

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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

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: Zachary Taylor  
Title: Vice President

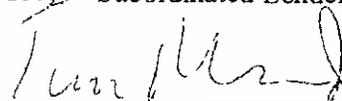
FEDERAL RESERVE BANK OF NEW YORK, as Controlling Party

By: \_\_\_\_\_  
Name: Roseann Stichnoth  
Title: Executive Vice President

FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender

By: \_\_\_\_\_  
Name: Roseann Stichnoth  
Title: Executive Vice President

UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender

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