

AMENDMENT NO. 1
TO
FACILITY PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this “Amendment”) is entered into as of March 4, 2013, by and among UNITED STATES DEPARTMENT OF THE TREASURY, (“Applicant”), EACH OF THE FINANCIAL INSTITUTIONS SET FORTH ON THE SIGNATURE PAGES HERETO (each an “Issuing Bank” and collectively, the “Issuing Banks”) and CITIBANK, N.A., as Administrative Agent for the Issuing Banks (in such capacity, “Administrative Agent”).

BACKGROUND

Applicant, Administrative Agent and the Issuing Banks are parties to a Facility Purchase Agreement dated as of September 3, 2010 (as amended hereby, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) pursuant to which the Issuing Banks issued the Letter of Credit and made certain other financial accommodations to Applicant.

Applicant has requested that Administrative Agent and Issuing Banks make certain amendments to the Purchase Agreement, and Administrative Agent and Issuing Banks are willing to do so on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of any letter of credit, advance or other grant of credit heretofore or hereafter made to or for the account of Applicant by Administrative Agent and the Issuing Banks (or any of them) pursuant to the terms of the Purchase Agreement and in consideration for the premises and the mutual agreements, representations and warranties set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. Amendment to Purchase Agreement. The Purchase Agreement is hereby amended as follows:

(a) Section 1.2 is amended as follows:

(i) the following defined term is amended in its entirety to provide as follows:

“Increase Period” means the period from the Issuance Date until March 31, 2015 (or if such day is not a Business Day, the next succeeding Business Day).

(b) The current Schedule 2.01 (Commitments and Applicable Percentages) is deleted and replaced with Schedule 2.01 attached hereto.

(c) The current Schedule 2.03 (Fees) is deleted and replaced with Schedule 2.03 attached hereto.

3. Effectiveness. This Amendment is being entered into in accordance with Section 10.01 of the Purchase Agreement and shall become effective as of the date first written above.

4. Representations and Warranties. Applicant hereby represents and warrants as follows:

(a) This Amendment and the Purchase Agreement, as amended hereby, constitute legal, valid and binding obligations of Applicant and are enforceable against Applicant in accordance with their respective terms.

(b) Applicant hereby reaffirms all covenants, representations and warranties made in the Purchase Agreement, as amended hereby, and agrees that all such covenants, representations and warranties shall be deemed to have been remade as of the date of this Amendment.

(c) No Event of Default or Default has occurred and is continuing or would exist after giving effect to this Amendment.

5. Effect on the Purchase Agreement.

(a) Each reference in the Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically amended herein, the Purchase Agreement, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party to the Purchase Agreement, nor constitute a waiver of any provision of the Purchase Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

6. Governing Law. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the federal laws of the United States of America if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York.

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

8. Counterparts; Facsimile. This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when

taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first written above.

**UNITED STATES DEPARTMENT OF THE
TREASURY**

By: 

Name: Timothy G. Massad

Title: Assistant Secretary for Financial Stability

**CITIBANK, N.A., as Administrative Agent and
Issuing Bank**

By: 

Name: John Ahearn

Title: Vice President

**COMMITMENTS
AND APPLICABLE PERCENTAGES**

Issuing Bank	Commitment	Applicable Percentage
Citibank, N.A.	\$1,000,000,000	100.000000000%
Total	\$1,000,000,000	100.000000000%

FEES

As used in this Agreement, the following terms shall have the meanings set forth below:

“L/C Fee Rate” with respect to each Issuing Bank means, initially, a rate per annum equal to [REDACTED]

“Unused Commitment Fee Rate” with respect to each Issuing Bank means, initially, a per annum rate equal to [REDACTED].

“Overdue Rate” means a rate equal to the Base Rate plus [REDACTED] per annum.