

EXECUTION COPY

CREDIT AGREEMENT

among

**TALF LLC,
as Borrower,**

**FEDERAL RESERVE BANK OF NEW YORK,
as Controlling Party,**

**FEDERAL RESERVE BANK OF NEW YORK,
as the Senior Lender**

and

**UNITED STATES DEPARTMENT OF THE TREASURY,
as the Subordinated Lender**

Dated as of March 3, 2009

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EXHIBITS:

- A Form of Administration Agreement
- B Form of Borrowing Request
- C Form of Security Agreement
- D Form of Closing Certificate
- E Form of Put Option Agreement

CREDIT AGREEMENT (this “**Agreement**”), dated as of March 3, 2009, among TALF LLC, a Delaware limited liability company (the “**Borrower**”), FEDERAL RESERVE BANK OF NEW YORK, in its capacity as Controlling Party, FEDERAL RESERVE BANK OF NEW YORK, as Senior Lender, and the UNITED STATES DEPARTMENT OF THE TREASURY, as Subordinated Lender.

The parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Defined Terms.* As used in this Agreement, the terms listed in this Section 1.01 shall have the respective meanings set forth in this Section 1.01.

“**Actionable Default**”: as defined in Section 8.02(a).

“**Administration Agreement**”: the Administration Agreement to be entered into by the Borrower, the Managing Member and the Administrator, substantially in the form of Exhibit A.

“**Administrator**”: The Bank of New York Mellon, in its capacity as “administrator” under the Administration Agreement, or any successor in such capacity.

“**Affiliate**”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“**Agreement**”: as defined in the preamble hereto.

“**Approved Disposition Plan**”: a plan for Disposition of particular assets or of assets generally that shall have been approved in writing by both Lenders.

“**Available Senior Loan Commitment**”: as of any date with respect to the Senior Loan Commitment, an amount equal to (i) the Senior Loan Commitment, *minus* (ii) the aggregate initial principal amount of all Senior Loans made before such date, *minus* (iii) the aggregate amount of all withdrawals of funds from the Cash Collateral Account pursuant to Section 5(d) of the Security Agreement made before such date.

“**Available Subordinated Loan Commitment**”: as of any date with respect to the Subordinated Loan Commitment, an amount equal to (i) the Subordinated Loan Commitment, *minus* (ii) the aggregate initial principal amount of all Subordinated Loans made before such date.

“Borrower”: as defined in the preamble hereto.

“Borrowing Request”: a written request by the Borrower for a Senior Loan or a Subordinated Loan, substantially in the form of Exhibit B.

“Business Day”: a day other than a Saturday, Sunday, a Federal holiday or other day on which commercial banks in New York City are authorized or required by law to close.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Collateral Account”: as defined in the Security Agreement.

“Closing Date”: the date on which the conditions precedent set forth in Section 5.01 shall have been satisfied (or waived in accordance with Section 9.01).

“Collateral”: all property of the Borrower, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Collateral Account”: as defined in the Security Agreement.

“Collateral Account Control Agreement”: the Collateral Account Control Agreement to be entered into by the Borrower, the Collateral Agent, the Lenders and the Controlling Party, substantially in the form of Exhibit A to the Security Agreement.

“Collateral Agent”: The Bank of New York Mellon, in its capacity as “collateral agent” under the Security Agreement, or any successor in such capacity.

“Commitment”: the Senior Loan Commitment or the Subordinated Loan Commitment, as the context may require.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Contingent Interest”: as defined in Section 2.05(b).

“Controlling Party”: Federal Reserve Bank of New York; *provided* that at all times on and after the Senior Obligations Payoff Date, “Controlling Party” shall mean the United States Department of the Treasury.

“Costs and Expenses”: as defined in the Security Agreement.

“Default”: any of the events specified in Article 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms **“Dispose”** and **“Disposed of”** shall have correlative meanings.

“Dollars” and **“\$”**: dollars in lawful currency of the United States.

“EESA”: the Emergency Economic Stabilization Act of 2008 (Pub. L. 110-343, enacted October 1, 2008), as amended.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate”: any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended.

“Event of Default”: any of the events specified in Article 8; *provided* that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Expense Reimbursement Account”: as defined in the Security Agreement.

“Fee Letter” means that certain fee letter to be entered into among the Borrower, the Administrator and the Collateral Agent in respect of the fee arrangement for the Administrator and the Collateral Agent.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

“Guarantee Obligation”: as to any Person (the **“guaranteeing person”**), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the **“primary obligations”**) of any other third Person (the **“primary obligor”**) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation

or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; *provided* that the term “Guarantee Obligation” shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all capital lease obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all redeemable preferred Capital Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above and (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

“Investment Manager”: the Person appointed to act as “investment manager” under the Investment Manager Agreement (if any), which Person the Subordinated Lender has not objected to after five Business Days’ prior written notice, together with such Person’s Affiliates, or any successor investment manager in such capacity.

“Investment Manager Agreement”: the agreement, if any, entered into after the Closing Date between the Investment Manager and Federal Reserve Bank of New York, with the consent of the Subordinated Lender (*provided*, that (x) such consent shall not be unreasonably withheld and (y) the Subordinated shall be deemed to have consented if it shall not have notified the Senior Lender within five Business Days after its receipt of a copy of the proposed Investment Manager Agreement that it does not consent thereto) regarding the management of the Collateral, and any amended and restated, successor or replacement agreement entered into by the Investment Manager and Federal Reserve Bank of New York regarding the management of the Collateral; *provided* that any such agreement shall be assigned to, or terminable by, the Subordinated Lender on the Senior Obligations Payoff Date.

“Investments”: for any Person, (a) Capital Stock, bonds, notes, debentures or other securities of any other Person or any agreement to acquire any Capital Stock, bonds, notes, debentures or other securities of any other Person (including any “short sale” or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); or (b) deposits, advances, loans, capital contributions or other extensions of credit (by way of guaranty or otherwise) made to any other Person (including purchases of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person).

“Lenders”: the collective reference to the Senior Lender and the Subordinated Lender.

“LIBOR” means, for any period from and including the last Payment Determination Date (if there is one) or the Closing Date (if there is none) to but excluding the next Payment Determination Date (each such period, an **“Interest Period”**), the rate per annum for one-month deposits in Dollars which appears on the Bloomberg Screen BTMM Page under the heading “LIBOR FIX BBAM” as of 11:00 a.m., London time, on the second Business Day preceding the first day of such Interest Period; *provided*, that if such rate does not appear on the Bloomberg Screen BTMM Page, “LIBOR” shall be the interest rate per annum determined by the Controlling Party (on the basis of quotes from two or more major international banks) to be representative of the rates per annum at which one-month deposits in Dollars are offered by major international banks to other major international banks in the London interbank market as of the second Business Day preceding the first day of such Interest Period, and notified to the Borrower and the Lenders two Business Days prior to the first day of such Interest Period.

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“LLC Agreement”: the limited liability company agreement of TALF LLC, executed February 25, 2009 and effective as of February 4, 2009.

“Loan Documents”: this Agreement, the Security Documents, the Promissory Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

“Loan Proceeds Account”: as defined in the Security Agreement.

“Loans”: the collective reference to the Senior Loans and the Subordinated Loans.

“Managing Member”: as defined in the LLC Agreement. The Managing Member on the Closing Date is Federal Reserve Bank of New York.

“Material Adverse Effect”: a material adverse effect on the Borrower and its assets or upon the rights and remedies of either of the Lenders under the Transaction Documents.

“Maturity Date”: the tenth anniversary of the Closing Date; *provided*, that the date by which final repayment of the Senior Loans and the Subordinated Loans must occur may be extended by the Controlling Party with the consent of the Subordinated Lender in accordance with the provisos to Sections 2.04(b) and 2.04(c).

“Membership Interest”: the limited liability company membership interest in the Borrower.

“MLSA”: that certain Master Loan and Security Agreement by and among Federal Reserve Bank of New York, as lender, The Bank of New York Mellon, as administrator and custodian, and the other financial institutions party thereto, in connection with Federal Reserve Bank of New York’s Term Asset-Backed Securities Loan Facility.

“Obligations”: collectively, (i) the unpaid principal of and interest (including Contingent Interest, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or Post-Petition Amount is allowed in such proceeding) on the Loans and (ii) all other obligations and liabilities of the Borrower to the Lenders, the Controlling Party, the Collateral Agent, the Administrator and the Investment Manager, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Transaction Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Lenders, the Controlling Party, the Collateral Agent, the Administrator and the Investment Manager) that are required to be paid by the Borrower pursuant hereto or pursuant to the other Transaction Documents or otherwise.

“Payment Calculation Report”: as defined in the Security Agreement.

“Payment Date”: the fourth Business Day of each calendar month, or such other day as may be specified by the Controlling Party or its designee, pursuant to a Proper Instruction; *provided* that unless the Subordinated Lender shall otherwise consent, there shall be a single Payment Date in each calendar month.

“Payment Determination Date”: the third Business Day prior to each Payment Date.

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permitted Liens”: (i) customary rights of setoff and similar Liens in favor of depository institutions, (ii) Liens imposed by law for taxes that are not yet due or that are being contested in good faith by appropriate proceedings, (iii) other Liens arising by operation of law, and (iv) other Liens granted by the Borrower at the written instruction of the Controlling Party with the consent of the Subordinated Lender.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: any employee benefit plan as defined in Section 3(3) of ERISA, including any employee welfare benefit plan (as defined in Section 3(1) of ERISA), any employee pension benefit plan (as defined in Section 3(2) of ERISA), and any plan which is both an employee welfare benefit plan and an employee pension benefit plan.

“Post-Petition Amount” means any interest or amount that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower (or would accrue but for the operation of applicable bankruptcy or insolvency laws), whether or not such interest or amount is allowed or allowable as a claim in any such proceeding.

“Proceeds”: as defined in the Security Agreement.

“Promissory Note”: as defined in Section 2.07 hereof.

“Proper Instruction”: as defined in the Security Agreement.

“Purchase”: as defined in the Put Option Agreement.

“Put Option Agreement”: the Put Option Agreement to be entered into by the Borrower, as Buyer, and Federal Reserve Bank of New York, as Seller, substantially in the form of Exhibit E.

“Regulation U”: Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

“Related Parties”: with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents, advisors, and controlling persons of such Person and such Person’s Affiliates.

“Representatives”: as defined in Section 9.14.

“Requirement of Law”: as to any Person, the organizational or governing documents of such Person (including, with respect to the Borrower, the LLC Agreement), and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer”: with respect to the Administrator, means any officer of the Administrator with direct responsibility for the administration of the transactions and agreements contemplated by this Agreement and the other Transaction Documents and the Collateral.

“Secured Parties”: as defined in the Security Agreement.

“Security Agreement”: the Security and Intercreditor Agreement to be entered into by the Borrower, the Collateral Agent, the Lenders and the Controlling Party, substantially in the form of Exhibit C.

“Security Documents”: the collective reference to the Security Agreement, the Collateral Account Control Agreement and all other security documents hereafter delivered to the Collateral Agent granting a Lien on any property of the Borrower to secure the Obligations.

“Senior Lender”: Federal Reserve Bank of New York, and any assignee thereof permitted pursuant to Section 9.06.

“Senior Loan”: as defined in Section 2.01.

“Senior Loan Availability Period”: the period from and including the Senior Loan Commitment Availability Date to but excluding the earliest of (i) the Maturity Date, (ii) the TALF Termination Date and (iii) the date of termination of the Senior Loan Commitment pursuant to Article 8; *provided* that the Controlling Party may extend the Senior Loan Availability Period from time to time with the consent of the Subordinated Lender.

“Senior Loan Commitment”: the obligation of the Senior Lender to make Senior Loans to the Borrower in an aggregate principal amount not to exceed \$180,000,000,000.

“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 \$20,000,000,000.

“Senior Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Senior Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or Post-Petition Amount is allowed in such proceeding) the Senior Loans and all other obligations and liabilities of the Borrower to the Senior Lender (other than Contingent Interest).

“Senior Obligations Payoff Date”: the first date on which (x) all Senior Obligations have been paid in full and (y) (i) the TALF Termination Date has occurred or (ii) the Available Senior Loan Commitment is equal to zero.

“Subordinated Lender”: United States Department of the Treasury, or any assignee thereof permitted pursuant to Section 9.06.

“Subordinated Loan”: as defined in Section 2.01.

“Subordinated Loan Availability Period”: the period from and including the Closing Date to but excluding the earliest of (i) the Maturity Date, (ii) the TALF Termination Date and (iii) the date of termination of the Subordinated Loan Commitment pursuant to Article 8; *provided* that the Subordinated Loan Availability Period may be extended with the consent of the Subordinated Lender; *provided further* that the Subordinated Loan Availability Period shall not extend past the earliest of (x) the expiry of the Senior Loan Availability Period, (y) the Maturity Date and (z) the date of termination of the Subordinated Loan Commitment pursuant to Article 8.

“Subordinated Loan Commitment”: the obligation of the Subordinated Lender to make Subordinated Loans to the Borrower in an aggregate principal amount not to exceed \$20,000,000,000.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity that are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“TALF Loans”: the loans made by Federal Reserve Bank of New York pursuant to the MLSA.

“TALF Termination Date” means January 31, 2013 or such later date as designated by the Controlling Party with the consent of the Subordinated Lender.

“Transaction Documents” the Loan Documents, the Put Option Agreement, the Administration Agreement, the Fee Letter, the Investment Manager Agreement, the LLC Agreement and each other servicing and custodial agreement, in each case in effect from time to time with the Borrower as a party thereto in respect of the transactions contemplated by the foregoing documents, all schedules, exhibits and annexes thereto, all side letters and agreements affecting the terms thereof or entered into in connection therewith, all assignments and other instruments or documents entered into in connection with the foregoing and any amendment, waiver, supplement or other modification to any of the foregoing.

“United States”: the United States of America.

“Waterfall”: the order of payments set forth in Section 5(b) of the Security Agreement.

Section 1.02. *Other Definitional Provisions.*

(a) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms shall have the respective meanings given to them under GAAP, (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv)) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time, or any successor or replacement agreement which may be entered into from time to time, subject in each case to any applicable limitations specified herein or therein.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

Section 1.03. *Consent Rights of Subordinated Lender.* If at any time the United States Department of the Treasury is the Controlling Party, all consent rights reserved to