

expense) to ensure that any information disclosed shall be accorded confidential treatment. The Lenders further agree that they shall be responsible for compliance by each of their Representatives and that their Representatives will be bound by the terms of this Section 9.14.

Section 9.15. *WAIVERS OF JURY TRIAL. THE BORROWER, THE LENDERS AND THE CONTROLLING PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER SECURITY DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.*

Section 9.16. *Limited Recourse.* Notwithstanding anything to the contrary contained in this Agreement and the other Transaction Documents, the obligations of the Borrower under this Agreement and all other Transaction Documents are solely the obligations of the Borrower and shall be payable solely to the extent of funds received by and available to the Borrower in accordance with the Security Agreement. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, the Borrower arising out of or based upon this Agreement or any other Transaction Document against any holder of a membership interest, employee, officer or Affiliate thereof and, except as specifically provided herein and in the other Transaction Documents, no recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, the Borrower arising out of or based upon this Agreement against the Administrator, the Investment Manager or any holder of the membership interests of the Borrower or any Related Party of any thereof; *provided* that the foregoing shall not relieve any such person or entity from any liability they might otherwise have as a result of willful misconduct, gross negligence or fraudulent actions taken or omissions by them or, in the case of the Administrator or the Investment Manager or any Related Party thereof, the foregoing or its negligence in the performance of its duties under the Administration Agreement or the Investment Manager Agreement, as the case may be. The provisions of this Section 9.16 shall survive the termination or expiration of this Agreement and the Obligations.

Section 9.17. *Certain Tax Matters.* It is the intention of the parties that for U.S. federal income tax purposes the Borrower shall be treated as the owner of the Collateral. The terms of this Agreement and the other Transaction Documents shall be interpreted consistently with this intention and neither the Borrower nor any holder of either a Senior Loan or a Subordinated Loan shall take a contrary position for any tax purpose, except as required by law. No election under Treasury Regulation Section 301.7701-3 shall be made that the Borrower be classified as a corporation.

Section 9.18. *Additional Inspection Rights.* At all times while any Subordinated Loans are outstanding, each of the Borrower and the Managing Member (solely in its capacity as such) shall permit (i) the Subordinated Lender and its agents, consultants, contractors and advisors, (ii) the Special Inspector General of the Troubled Asset Relief Program, and (iii) the Comptroller General of the United States access to personnel and any books, papers, records or other data (other than any of the foregoing to the extent

containing unredacted information regarding the identities of the borrowers of TALF Loans) delivered to it pursuant to the Transaction Documents or otherwise in its possession, custody or control (in the case of the Managing Member, solely in its capacity as such), in each case to the extent relevant to ascertaining compliance with the terms and conditions set forth in the Loan Documents, during normal business hours and upon reasonable notice to the Borrower or the Managing Member, as the case may be; *provided* that prior to disclosing any information pursuant to clause (i), (ii) or (iii), the Subordinated Lender, the Special Inspector General of the Troubled Asset Relief Program and the Comptroller General of the United States shall have agreed, with respect to documents obtained under this agreement in furtherance of their respective functions, to follow applicable law and regulation (and the applicable customary policies and procedures, including those for inspectors general) regarding the dissemination of confidential materials, including redacting confidential information from the public version of its reports, as appropriate, and soliciting input from the Borrower as to information that should be afforded confidentiality. The Subordinated Lender represents that it has been informed by the Special Inspector General of the Troubled Asset Relief Program and the Comptroller General of the United States that they, before making any request for access or information pursuant to their oversight and audit functions, will establish a protocol to avoid, to the extent reasonably possible, duplicative requests. Nothing in this Section 9.18 shall be construed to limit the authority that the Special Inspector General of the Troubled Asset Relief Program or the Comptroller General of the United States have under law.

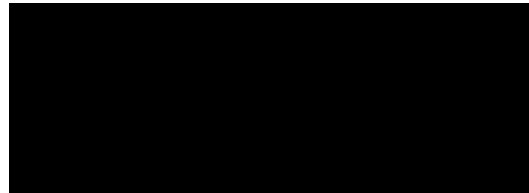
Section 9.19. *Authority for Subordinated Loan Commitment.* The Borrower, the Senior Lender and the Subordinated Lender acknowledge and agree that the Subordinated Loan Commitment is hereby made by the Subordinated Lender pursuant to the authority granted to it by and under EESA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

TALF LLC, as Borrower

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

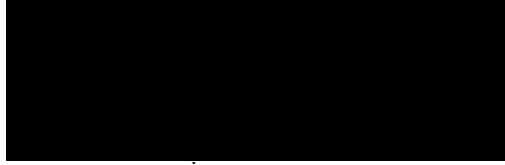
By:



[Signature Page to Credit Agreement]

FEDERAL RESERVE BANK OF NEW
YORK, as Controlling Party

By:




FEDERAL RESERVE BANK OF NEW
YORK, as Senior Lender

By:



[Signature Page to Credit Agreement]

UNITED STATES DEPARTMENT OF
THE TREASURY, as Subordinated
Lender

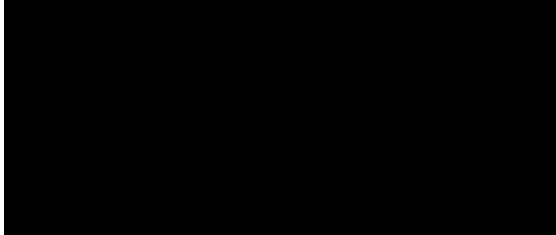
By: 
Name: _____
Title: **Neel Kashkari**
Interim Assistant Secretary
For Financial Stability

[Signature Page to Credit Agreement]

ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By:



[Signature Page to Credit Agreement]

Exhibit A—Form of Administration Agreement

Exhibit B—Form of Borrowing Request

Dated as of []

Pursuant to Section 2.02 of the Credit Agreement dated as of March 3, 2009 (as amended, modified or supplemented from time to time, the “**Credit Agreement**”; the terms defined therein being used herein as therein defined) among TALF LLC, as Borrower, Federal Reserve Bank of New York, as Controlling Party, Federal Reserve Bank of New York, as Senior Lender, and United States Department of the Treasury, as Subordinated Lender, the undersigned [Full Name], [Title], of the Managing Member of TALF LLC, hereby requests a drawdown under the [Senior Loan Commitment] [Subordinated Loan Commitment] on behalf of the Borrower as follows:

1. The proposed Loan is a [Senior Loan] [Subordinated Loan].
2. The proposed [Senior Loan] [Subordinated Loan] date is _____ (or if that day is not a Business Day, the next Business Day).
3. The aggregate principal amount requested is \$_____.
4. Each condition specified in Section 5.02 of the Credit Agreement is satisfied on the date of this Borrowing Request.

Disbursement Instructions: []

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Borrowing Request to be executed in its name and behalf by its duly authorized representative as of the date first above-written.

TALF LLC, as Borrower

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

By: _____
Name:
Title:

Exhibit C—Form of Security Agreement