

FINANCIAL AGENCY AGREEMENT
for
CUSTODIAN, ACCOUNTING, AUCTION MANAGEMENT
AND OTHER INFRASTRUCTURE SERVICES
for
FOR A PORTFOLIO OF
TROUBLED MORTGAGE-RELATED ASSETS

This Financial Agency Agreement (FAA) is entered into as of October 14, 2008 (Effective Date), by and between the U.S. Department of the Treasury (Treasury), and The Bank of New York Mellon (Financial Agent).

Recitals

To implement the Emergency Economic Stabilization Act of 2008 (Act), the Treasury may designate Financial Institutions as financial agents of the United States to provide all such reasonable duties related to the Act as may be required.

Pursuant to the Act, the Treasury is establishing a program to purchase a variety of troubled assets from Financial Institutions having significant operations in the United States, and has determined that it is in the interests of the United States to designate a financial agent to provide custodian, accounting, auction management and other infrastructure services for the portfolio.

The Financial Agent desires to serve as a financial agent of the United States under the terms and conditions contained herein.

Accordingly, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Treasury and the Financial Agent agree as follows.

1. Designation and authorization

Pursuant to the authority of the Secretary of the Treasury under the Act, the Treasury hereby designates and authorizes the Financial Agent to act as a financial agent of the United States under the terms and conditions of this FAA to perform certain services as more fully described in Exhibit A.

2. Term

A. The initial term of this FAA is for 3 years from the Effective Date and shall expire on October 14, 2011, unless terminated earlier by the Treasury pursuant to the provisions hereof.

B. The Treasury shall have the right and option to extend the term of this FAA beyond the initial expiration date for a total of 4 consecutive one-year extensions. The Treasury may exercise any such extension option by giving written notice to the Financial Agent at least 60

calendar days prior to the end of the then current term. In the event any such extension option is exercised by the Treasury, this FAA shall continue in full force and effect for the term of the extension.

C. The Financial Agent acknowledges that the services provided under this FAA are vital to the United States and must continue without interruption during any transition period if the Treasury decides to use a different entity to perform such services in the future, if the Treasury decides to perform such services itself, or if termination requires an orderly shutdown of services. To provide for such a transition, the Treasury shall have the right to extend the term of this FAA beyond any expiration date for a period not to exceed 1 year. The Treasury may exercise such option by giving written notice of such extension to the Financial Agent prior to the end of the then current term. The Treasury will use reasonable efforts to provide such written notice at least 30 calendar days prior to the end of the then current term. The Treasury may reduce the number or extent of services to be provided by the Financial Agent during any such transition period. The Treasury agrees that it will work diligently to transfer or shutdown the services performed hereunder as soon as reasonably possible

D. The Financial Agent agrees to cooperate with the Treasury and/or any successor custodians and infrastructure providers and to provide such services as are necessary to ensure an effective and orderly transfer or shutdown of services, functions, records, and data during the transition period. If the Treasury appoints any successor custodians and infrastructure providers, the Financial Agent shall deliver to such successors, duly endorsed and in the form for transfer, all securities, loan documents, funds, and other assets then held by it pursuant to this FAA. If no successor is appointed, the Financial Agent shall, in like manner, upon receipt of instructions from the Treasury, deliver to the Treasury such securities, loan documents, funds and other assets.

3. Services to be provided by Financial Agent

A. The Financial Agent shall perform the services required under this FAA in accordance with the highest practices and professional standards of care, with a degree of attention used in a well-managed operation and no less than that which the Financial Agent exercises for itself and others receiving comparable services. The Financial Agent shall use qualified individuals with suitable training, education, experience and skills to perform the services.

B. Unless specifically authorized otherwise by the Treasury in writing, the Financial Agent shall ensure that all employees of the Financial Agent and its affiliates or contractors providing services under this FAA are United States citizens or lawful permanent residents performing their work in the United States, and that the operation and maintenance of all systems and databases used in providing services under this FAA are in the United States.

C. The Treasury may, in its sole discretion, modify, add to, or reduce the specific services required under the general scope of this FAA by providing written notice to the Financial Agent. If any such modification, addition or reduction causes an increase or decrease in the cost of, or the time required for, performance of any service required by this FAA, the Treasury and the

Financial Agent will negotiate an equitable adjustment in the price of the service or other terms of performance.

D. The Treasury may periodically issue instructions through bulletins, letters, or other communications, consistent with this FAA, which will further describe or clarify the scope of the duties and services of the Financial Agent under this FAA. To the extent that any such instructions are inconsistent with the terms of this FAA or would constitute a material change in the terms or scope of services under this FAA, the terms of this FAA shall govern unless otherwise specified by the Treasury.

E. The Financial Agent shall keep the Treasury informed of changes in technology and business methods that might allow the Financial Agent to perform its services under this FAA in a more efficient or cost effective manner.

F. Consistent with Section 3B, the Treasury hereby authorizes the Financial Agent to employ non-citizens working outside the United States to perform the functions of (i) back office reconciliation and accounting, and (ii) general software application support, provided such functions represent routine commercial practices used to support all Financial Agent customers receiving services similar to those under this FAA.

4. Compensation

A. The Treasury shall compensate the Financial Agent for services in accordance with Exhibit B, as amended from time to time.

B. The Treasury does not guarantee any set quantity of transactions, minimum volume of assets or business, or level of compensation to the Financial Agent and shall not adjust compensation on the basis that volumes or quantities did not meet the Financial Agent's expectations.

C. The Financial Agent shall maintain complete and accurate records of and supporting documentation for the amounts billable to the Treasury, and payments made by the Treasury. The Financial Agent shall follow generally accepted accounting principles when recording or reporting any such administrative accounting of the services provided under this FAA. The Financial Agent agrees to provide the Treasury with documentation and other information with respect to any amounts billed to the Treasury as may be reasonably requested by the Treasury.

D. The Treasury may deduct from any amount to be paid to the Financial Agent any amount that the Financial Agent is obligated to reimburse or pay to the Treasury.

5. Financial Agent's fiduciary duty

The Financial Agent acknowledges and agrees that it owes a fiduciary duty of loyalty and fair dealing to the United States when acting as a financial agent of the United States. The Financial Agent agrees to act at all times in the best interests of the United States when carrying out its responsibilities under this FAA and in all matters connected with this agency relationship. The

Financial Agent acknowledges and agrees that its fiduciary duties under this FAA include, but are not limited to, the following:

- to perform its obligations with care, competence, and diligence;
- to construe the terms of this FAA and any related instructions from the Treasury in a reasonable manner to serve the purposes and interests of the United States;
- to use any confidential information or assets of the United States received or developed in connection with this FAA solely for the purposes of fulfilling its duties to the Treasury and not for its own commercial purposes or for those of a third party; and
- to act only within the scope of its actual authority and to comply with all lawful instructions or directions received from the Treasury.

6. Confidential information

A. The Financial Agent shall reasonably safeguard and protect any confidential information received in connection with this FAA. Confidential information shall include, without limitation, nonpublic information about the Treasury's business, economic, and policy plans, nonpublic financial and asset information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII) , and sensitive but unclassified (SBU) information.

B. SBU information is defined as any information that the loss, misuse, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy of individuals that they are entitled to under the Privacy Act. In addition, this includes trade secret or other information protected by the Trade Secrets Act. This definition may include other information designated by the Treasury or as defined by other Federal Government sources not mentioned above.

C. PII means any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

D. The Financial Agent shall use such confidential information solely for the purposes of fulfilling its duties under this FAA and not for its own commercial purposes or for those of a third party. The Financial Agent may disclose such confidential information only to those employees of the Treasury or the Financial Agent and its corporate affiliates or contractors, who have a legitimate need to know the information to assist in the proper performance of services required by this FAA. The Financial Agent shall require any such affiliate or contractor to agree in writing to confidentiality obligations substantially the same as those in this FAA.

E. The Treasury may periodically issue other policy statements or guidance to clarify the Financial Agent's obligations regarding confidential information. If the Financial Agent has any

questions on the designation or proper handling of confidential information, it shall immediately seek clarification from the Treasury whose decision shall be binding upon the Financial Agent.

F. The Financial Agent's agreement with respect to confidential information is a continuing one that shall survive the termination or expiration of this FAA. However, the Financial Agent shall not be required to protect confidential information that is lawfully disclosed independent of the Financial Agent and is in the public domain.

G. The Financial Agent shall strictly enforce the terms of any non-disclosure agreements it has with its employees, affiliates, or contractors regarding services provided under this FAA. In addition, each officer and employee of the Financial Agent and its affiliates and contractors to whom confidential information is or may be disclosed, shall review and sign a Non-Disclosure Statement containing substantially the language in Exhibit D.

H. Notwithstanding the requirements of this Section, the Financial Agent may disclose confidential information if required in response to a subpoena, court order, judicial process, or regulatory authority, and shall immediately notify the Treasury of any such required disclosure.

7. Breaches of sensitive data

A. The Financial Agent shall immediately notify the Treasury of any actual or suspected breaches of sensitive data that may occur while handling Treasury data, whether paper or electronic, including unauthorized access, use, disclosure, or loss of SBU information or PII. Such immediate notification should occur whether before or after regular business hours or on a weekend or holiday, and should not be delayed as the Financial Agent researches or confirms the particular details on an incident or suspected incident.

B. In response to a reported breach of sensitive data, the Treasury may request the Financial Agent to conduct an investigation and report detailed findings as to the cause and impact of the breach as well as the remediation taken. As determined by the Treasury after reviewing any investigation conducted by the Financial Agent, the Financial Agent may be liable and may be required to reimburse the Federal Government or any affected individual for any costs, expenses, or damages which result from the fraud, theft, willful misuse or negligence of the Financial Agent or its employees, affiliates, or contractors with respect to the handling and maintenance of sensitive data.

C. The Financial Agent must ensure that all of its employees and their contractors impacted by this Section receive the proper education and guidance.

8. Privacy Act

The Treasury may determine that, in connection with the services provided under this FAA, the Financial Agent has obtained or developed a system of records as defined under the Privacy Act of 1974, 5 U.S.C. § 552a. For purposes of the Privacy Act, when a Government agency delegates the development, operation or maintenance of a system of records on individuals to accomplish an agency function, the person that operates the system is bound by the Privacy Act

as if such person were an employee of the agency. Violations of the Privacy Act may involve the imposition of criminal penalties. If the Treasury makes such a determination, it shall so notify the Financial Agent. After receiving such notice, the Financial Agent shall promptly provide training to all of its officers, employees, affiliates, and contractors with access to such system of records on the duties and responsibilities imposed on them by the Privacy Act and by applicable regulations and guidance, including the potential penalties for wrongful disclosure.

9. Personnel security

A. The Treasury will rely on the Financial Agent's personnel security screening standards. The Financial Agent shall ensure that all employees and affiliate or contractor personnel who have access to Federal Government information that is SBU have appropriate personnel security background checks.

B. The Financial Agent shall provide the Treasury with a listing of all such background investigative requirements (e.g., FBI fingerprint check, police check, credit check, verification of lawful permanent resident status, etc.). The Treasury may request additional personnel security checks.

C. Consistent with Section 3B, Financial Agent employees and affiliate or contractor personnel who have access to Federal Government information that is SBU must be U.S. citizens or lawful permanent residents performing their work in the continental United States.

10. Ethical wall

The Financial Agent shall employ suitably robust internal controls to ensure that its personnel and those of its affiliates assigned to provide services under this FAA do not divulge information to other personnel involved with the Financial Agent's other business activities that may conflict with its duties owed to the Treasury. No information related to the Treasury's custodial assets, accounting, or other infrastructure services shall be revealed to such other personnel, except as required by law, or as required for internal senior management or legal purposes consistent with the Financial Agent's duties owed to the Treasury.

11. Employee codes of conduct and ethics

The Financial Agent must establish policies and procedures reasonably designed to assist its employees in complying with applicable laws and regulations, and in complying with requirements for the disclosure and the avoidance, mitigation, or neutralization of any actual or potential personal conflicts of interest. The Financial Agent must have in place policies and procedures establishing a Code of Conduct and a Code of Ethics.

12. Representations and warranties

The Financial Agent represents and warrants to the Treasury the following, the truth and accuracy of which are a continuing condition of the Financial Agent's responsibilities to the Treasury:

- A. The Financial Agent is not aware of any legal or financial impediments to performing its obligations under this FAA that it has not disclosed in writing to the Treasury.
- B. The Financial Agent has full corporate power and authority to enter into, execute and deliver this FAA and to perform its obligations hereunder.
- C. The Financial Agent is not delinquent on any Federal tax obligation or any other debt owed to the United States or collected by the United States for the benefit of others.
- D. The Financial Agent is not on any Federal excluded Parties, debarments, or suspension lists.
- E. The Financial Agent is not subject to any pending or current enforcement actions that could impair the Financial Agent's ability to provide any services under this FAA, or that could in any way harm the reputational interests of the portfolio of troubled assets.
- F. The Financial Agent has or shall promptly obtain all required licenses, bonding, facilities, equipment and trained personnel to perform its obligations under this FAA.
- G. The Financial Agent owns or is licensed to use software programs and data processing hardware that are necessary for it to perform its obligations under this FAA, and to the best of its knowledge such software programs and data processing hardware do not infringe upon or constitute an infringement on or misappropriation of any valid United States patent, copyright, trademark, trade secret or other proprietary rights of any third party.
- H. The Financial Agent covenants to disclose all actual or potential organizational conflicts of interest, including conflicts with the interests of any corporate parents, affiliates, and subsidiaries, and to avoid, mitigate, or neutralize to the extent feasible and to the Treasury's satisfaction any personal or organizational conflicts of interest that may be identified by the Treasury or the Financial Institution.
- I. If doing other business with the Treasury or another Federal agency, the Financial Agent is not in any kind of probationary status, and is addressing and resolving any identified deficiencies in performance.
- J. The Financial Agent covenants to disclose any other facts or information that the Treasury should reasonably expect to know about the Financial Agent to help protect the reputational interests of the portfolio of troubled assets.

The Financial Agent shall sign an annual certification to the Treasury in the form set forth in Exhibit C.

13. Use of affiliates and contractors

A. The Treasury authorizes the Financial Agent to use its corporate affiliates, including but not limited to QSR Management Limited, The Bank of New York Mellon Trust Company, N.A., BNY Mellon, N.A., BNY Mellon Trust of Delaware, Colson Services Corp., BNY Trust Company of Canada, Mellon Analytical Solutions, LLC, Eagle Investment Systems LLC, and BNY Mellon International Operations (India) Private Ltd, to perform services under this FAA provided that the Financial Agent shall be fully accountable for any acts or omissions of an affiliate, as if such acts or omissions were its own. The Financial Agent shall use only its own employees and employees of corporate affiliates to perform services under this FAA, unless the Financial Agent obtains the prior written consent of the Treasury to use contractors to perform such services. The Treasury may approve or reject any contractor in its sole discretion. The Treasury shall have the right to impose requirements for any such contractor including, without limitation, requirements relating to the location of the contractor's offices, the citizenship of the contractor's employees, and the contractor's physical and data security systems.

B. The Financial Agent must execute any agreement with a contractor in its own name and not on behalf of the United States or the Treasury, and any such contractor does not become a subcontractor, agent, or subagent of the Treasury. The Treasury shall not be deemed a party to any arrangement or agreement the Financial Agent may enter into with another entity to perform any services under this FAA. The Treasury will not be liable for any payment to any entity other than the Financial Agent.

C. The Financial Agent is responsible for the supervision and management of any affiliate or contractor that assists in the performance of services under this FAA. The Financial Agent shall remove and replace any affiliate or contractor that fails to perform. The Financial Agent shall ensure that all of its affiliates and contractors comply with the terms and provisions of this FAA. The Financial Agent shall be responsible for the acts or omissions of its affiliates and contractors as if the acts or omissions were by the Financial Agent.

14. Reviews and audits

The Treasury, the Treasury Inspectors General, the Government Accountability Office, and other entities as authorized by the Treasury shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical, personnel and information technology testing, security reviews, and audits of the Financial Agent, and to examine all books and records related to the services provided and compensation received under this FAA. The Financial Agent shall be responsible for implementing corrective actions associated with such testing, reviews, or audits as directed by the Treasury.

The Financial Agent shall provide the Treasury with a SAS No. 70 Service Organization Type II report on an annual basis for services provided.

15. Intellectual property rights

A. For purposes of this Section, the following definitions apply:

“Business Methods” means any ideas, concepts, designs, practices, and business methods created by the Financial Agent or its affiliates or contractors, jointly or independently, after October 6, 2008, expressly for the purpose of providing the services under this FAA.

“Data” means any recorded information, regardless of form or the media on which it may be recorded, regarding any of the services described in this FAA.

“Federal Government” means any Federal Government department, agency, bureau, corporation or instrumentality, or any Federal Reserve Bank.

“Unlimited Rights” means perpetual rights to, without limitation, use, copy, maintain, modify, enhance, disclose, reproduce, prepare derivative works, and distribute, in any manner and for any purpose and to permit others to do so.

B. For use within the Federal Government, the Treasury shall have exclusive Unlimited Rights to Business Methods and may use them for any purpose within the Federal Government’s authority. For use outside the Federal government, the Treasury shall have non-exclusive Unlimited Rights to the Business Methods and may use them for any purpose within the Treasury’s authority.

C. Except as otherwise provided herein or prohibited by law, the Treasury shall have non-exclusive Unlimited Rights to all data produced, developed or obtained by the Financial Agent or its affiliates or contractors for the purpose of providing services under this FAA. If requested, such data shall be made available to the Treasury in industry standard useable format.

D. In accordance with 28 U.S.C. § 1498, the Treasury hereby authorizes and consents to all use, manufacture, and production of any invention, product or work described in and covered by a United States patent or copyright by the Financial Agent or any affiliate or contractor of the Financial Agent in the performance of this FAA.

16. Liability of Financial Agent

A. If any act or omission by the Financial Agent or an affiliate or contractor of the Financial Agent results in a delay in processing or transferring funds to the Treasury, or in delivering transaction information that prevents the Treasury from making use of funds, the Financial Agent is liable and shall reimburse the Treasury for the time value amount of such loss. The Treasury may reconsider any liability claim against the Financial Agent if the Treasury, in its sole discretion, determines that any delay arose out of causes beyond the control and without the fault or negligence of the Financial Agent.

B. Except as otherwise provided in this Section, the Financial Agent will not be liable to the Treasury for (i) any action taken or omitted in what the Financial Agent believes in good faith to

be the proper performance of its duties; (ii) any decisions or failures by an Asset Manager, provided that this provision shall not constitute a waiver of any rights the Treasury may have under Federal securities or other laws; (iii) acts or omissions of a broker, a clearing agency which acts as securities depository, or an entity providing a book-entry system for the central handling of securities; (iv) errors by the Treasury or an Asset Manager in data or instructions provided to the Financial Agent; (v) any action taken or omitted by its reliance on the receipt of electronic transmissions with the proper security codes or passwords that the Financial Agent reasonably believes to be from the Treasury or an Asset Manager; (vi) any property received by the Treasury and not delivered to the Financial Agent; (vii) any untimely exercise of any tender, exchange or other right or power in connection with securities or other Treasury property held by it, unless (a) it is in actual or effective possession of such securities or property and (b) it receives proper instructions with regard to the exercise of any such right or power, and both (a) and (b) occur at least three business days prior to Financial Agent's deadline date to exercise such right or power; (viii) the title, validity or genuineness, including good deliverable form, of any property or evidence of title thereto received by it or delivered by it pursuant to this FAA; and (ix) events beyond the control of the Financial Agent and which can not be avoided or mitigated by the exercise of expected diligence, care, and contingency planning.

D. The Financial Agent is liable and shall reimburse the Treasury for any monetary loss or costs which result from the fraud, theft, embezzlement, willful misconduct, bad faith, or negligence of the Financial Agent or its affiliates or contractors, or from the Financial Agent's or its affiliate's or contractor's breach of a fiduciary duty.

E. The Financial Agent may be liable for costs, expenses, or damages associated with a breach of sensitive information, as set forth in Section 7.

F. If the Treasury reasonably believes that the Financial Agent is in breach of this FAA, an investigation of the Financial Agent's actions by the Treasury or another entity may be required. If ultimately found to be in breach, the Financial Agent shall be liable for the reasonable costs and expenses of any such investigation to the extent that such costs and expenses are reasonably documented.

17. Notice to the Treasury

The Financial Agent shall promptly notify the Treasury if (i) the Financial Agent becomes aware of any loss, damage, investigation, action, proceeding or claim related to its performance under this FAA that may have a material adverse effect on the Treasury or the United States or that may damage the public's trust in the operations of the Treasury, (ii) the Financial Agent breaches any material obligation or condition of this FAA, or (iii) any representation or warranty made by the Financial Agent herein ceases to be true.

18. Defaults

The following, as solely determined by the Treasury, constitute events of default by the Financial Agent under this FAA:

- A. The Financial Agent fails to perform or comply with any of its material obligations under this FAA.
- B. The Financial Agent or any of its employees, affiliates, or contractors commits a negligent, willful, or reckless act in connection with services or activities under this FAA.
- C. The Financial Agent breaches a fiduciary duty to the United States with respect to its responsibilities under this FAA.
- D. Any representation or warranty made herein by the Financial Agent is or becomes materially false, incorrect, or incomplete.
- E. The Financial Agent is or becomes delinquent on any Federal tax obligation or any other debt owed to the United States Government or collected by the United States for the benefit of others.
- F. The Financial Agent becomes insolvent or a receiver, liquidator, trustee, conservator, or other custodian is appointed for the Financial Agent.
- G. The Financial Agent is in default under any other agreement between the Financial Agent and the Treasury or any bureau of the Treasury.

19. Remedies for default

The Treasury may take any, all, or none of the following actions in the event of a default by the Financial Agent under this FAA:

- A. The Treasury may terminate this FAA and cease its performance hereunder. If this FAA is terminated, the designation and authorization of the Financial Agent for purposes of providing the services under this FAA are automatically revoked.
- B. The Treasury may reduce the scope of services under this FAA and cease a portion of its performance hereunder. If the scope of this FAA is reduced, the authorization of the Financial Agent for purposes of providing the discontinued services under this FAA is automatically revoked.
- C. The Treasury may revoke the Financial Agent's designation as a financial agent for the United States, encompassing this FAA and any other financial agency agreement with the Treasury, which shall be deemed terminated as of the effective date of such revocation.

- D. The Treasury may declare any other agreement between the Financial Agent and the Treasury to be in default.
- E. The Treasury in its sole discretion may put a Financial Agent on probation for failing to perform satisfactorily a service (or services) delineated in this FAA. Probation means that the Treasury will withhold some or all of the Financial Agent's compensation until in the Treasury's determination the Financial Agent has cured the non-performance issues. The Treasury reserves the right to consider other measures in addition to withholding the compensation if the Financial Agent is put on probation, including but not limited to, preclusion from additional work under the existing agreement and ineligibility to be designated for other work under a new agreement. The payment of compensation may also be adjusted consistent with Section 16 (Liability of Financial Agent.)
- F. The Treasury may consider information or history regarding any default hereunder when making any decisions regarding future use of the Financial Agent for performance of financial agent services.
- G. The Treasury may take any other action available at law or in equity.

20. Termination in the interest of the United States

Notwithstanding any other provision of this FAA, when the Treasury in its sole discretion determines that such actions are necessary to protect the interests of the United States Government, the Treasury may reduce the authorized scope of work under this FAA, terminate this FAA, or revoke the Financial Agent's status as a financial agent of the United States even in the absence of an event of default by the Financial Agent under this FAA.

21. Disputes

The Treasury and the Financial Agent agree that it is in their mutual interest to resolve disputes by agreement. If a dispute arises under this FAA, the parties will make all reasonable efforts to resolve the dispute by mutual agreement. If a dispute cannot be resolved informally by mutual agreement at the lowest possible level, the dispute shall be referred up the respective chain of command of each party in an attempt to resolve the matter. This will be done in an expeditious manner. The Financial Agent shall continue diligent performance of the services required by this FAA pending resolution of any dispute. The Treasury and the Financial Agent reserve the right to pursue other legal or equitable rights they may have concerning any dispute. However, the parties agree to take all reasonable steps to resolve disputes internally before commencing legal proceedings.

22. Data and records retention

In addition to its fiduciary duties and any other obligation to retain financial and accounting records that may be imposed by Federal or state law, the Financial Agent shall retain all data, books, reports, documents, audit logs and records, including electronic records, related to the performance of services required by this FAA. In addition, the Financial Agent shall maintain a

copy of all computer systems and application software necessary to review and analyze these electronic records. Unless otherwise directed by the Treasury, the Financial Agent shall retain these records for at least 7 years from the date the data or record was created. The Treasury may also notify the Financial Agent from time to time of any additional records retention requirements resulting from litigation in which the Treasury may have an interest, and the Financial Agent agrees to comply with these litigation requirements.

23. Transfer or assignment

A. The Financial Agent may not transfer or assign its rights under this FAA without the prior written consent of the Treasury, which may be granted or withheld in the sole discretion of the Treasury. Any purported transfer or assignment without the prior written consent of the Treasury shall be void.

B. The Financial Agent shall notify the Treasury as soon as legally possible of any proposed merger, acquisition, or other action involving the Financial Agent, its corporate affiliates, or its contractors that will affect the Financial Agent's ability to carry out its responsibilities under this FAA.

C. In the event that the Financial Agent is involved in a merger or acquisition, the Treasury may, in its sole discretion, elect to continue this FAA and to treat the Financial Agent's successor in interest to be a successor financial agent. If the Treasury elects not to continue this FAA, the Treasury shall notify the Financial Agent of the termination date of the FAA.

24. Notices

All notices required to be given herein shall be in writing and shall be given to the following contacts unless expressly stated otherwise herein:

To the Treasury:

Gary Grippo
Deputy Assistant Secretary
Fiscal Operations and Policy
U.S. Department of the Treasury
1500 Pennsylvania Ave, NW, Room 2112
Washington, DC 20220

To the Financial Agent:

Scott Posner
Executive Vice President
Global Corporate Trust
The Bank of New York Mellon
101 Barclay Street
New York, NY 10286

The party giving the notice should send an e-mail to the party receiving the notice advising that them that the notice by mail has been given.

25. Publicity and Disclosure

A. The Financial Agent shall not make use of any Treasury name, symbol, emblem, program name, or product name, in any advertising, signage, promotional material, press release, Web page, publication, or media interview, without the prior written consent of the Treasury.

B. The Financial Agent, its affiliates or contractors, and their respective employees shall not make statements to the media or issue press releases regarding their services under this FAA without the prior written consent of the Treasury.

C. The Financial Agent acknowledges that this FAA contains confidential information and, consistent with applicable law, shall not disclose this FAA to third parties.

26. Modifications

Modifications to this FAA shall be in writing and signed by the parties. Notwithstanding the foregoing, the Treasury reserves the right to unilaterally modify the terms and provisions of this FAA, through written notice to the Financial Agent, to comply with changes in legislation or regulations, court orders, or audit findings.

27. Miscellaneous

A. This FAA will be interpreted under Federal law, and if there is no applicable Federal law, under the laws of New York.

B. This FAA is not a Federal procurement contract and is therefore not subject to the provisions of the Federal Property and Administrative Services Act (41 U.S.C. §§ 251-260), the Federal Acquisition Regulations (48 CFR Chapter 1), or any other Federal procurement law.

C. Any provision of this FAA that is determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this FAA, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

D. Failure on the part of the Treasury to insist upon strict compliance with any of the terms hereof shall not be deemed a waiver, nor will any waiver hereunder at any time be deemed a waiver at any other time. No waiver will be valid unless in writing and signed by an authorized officer of the Treasury. No failure by the Treasury to exercise any right, remedy, or power hereunder will operate as a waiver thereof. The rights, remedies, and powers provided herein are cumulative and not exhaustive of any rights, remedies, and powers provided by law.

E. This FAA shall inure to the benefit of and be binding upon the parties to this FAA. No other person or entity will have any right or obligation hereunder, except for successor financial agents accepted by the Treasury.

F. This FAA may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

G. This FAA and the attached Exhibits constitute the entire agreement between the parties.

28. Incorporation by reference

Exhibits A-D attached to this FAA are incorporated herein by reference and given the same force and effect as though fully set forth herein.

In witness whereof, the Treasury and the Financial Agent by their duly authorized officials hereby execute and deliver this Financial Agent Agreement as of the Effective Date.

Department of the Treasury

Kenneth E. Carfine
Fiscal Assistant Secretary

Date

Financial Agent

Scott F. Posner
Executive Vice President

Date

EXHIBITS

- Exhibit A Services and Other Terms
- Exhibit B Compensation
- Exhibit C Annual Certification Format
- Exhibit D Non-Disclosure Agreement for Employees

EXHIBIT A

SERVICES AND OTHER TERMS

The Financial Agent shall provide the following services as custodian and infrastructure provider for the portfolio of troubled assets established pursuant to the Emergency Economic Stabilization Act of 2008 (Act). The Financial Agent shall:

Custodian

- Provide all necessary custody accounts, cash accounts, and sub-accounts for the portfolio and for all asset managers appointed by the Treasury.
- Receive, hold, safe keep, and track all assets and cash in the portfolio, including but not limited to mortgage-backed securities, whole loans, and preferred shares.
- Collect income and principal distributions for assets in the portfolio.
- Release assets and disburse cash, in accordance with the Treasury's instructions.
- Manage credits and debits to the various cash and custody accounts for all income, receipts, purchases, and outlays of the portfolio.
- Confirm acquisitions, settlements, trades, transfers, and other transactions with asset managers assigned to the portfolio, and other counterparties as necessary.

Asset Tagging

- Provide asset tagging for unique attributes of assets in the portfolio, including but not limited to tracking (i) warrants linked to the counterparties that sold assets, (ii) executive compensation triggers linked to counterparties that sold assets, (iii) tax law triggers linked to counterparty transactions and trading volumes, (iv) geographic attributes of assets, and (v) other attributes across securities, whole loans, warrants, preferred stock, insurance guarantees and premiums, and other instruments that may be allowed under the Act.

Auctions

- Serve as auction manager for auctions and/or reverse auctions to acquire securities for the portfolio.
- Acquire all necessary expert advice to help the Treasury with the detailed design of auction protocols to achieve the policy goals of fostering price discovery and observable valuations.

- Assist the Treasury in designing, implementing, and testing auction protocols under highly compressed deadlines.
- Conduct multiple simultaneous auctions with multiple rounds and with up to thousands of auction participants.
- Provide the technical infrastructure to collect and process bids from auction participants, provide appropriate results to participants during auctions.
- Provide all necessary customer service and support to auction participants before, during, and after auctions.
- Work with brokers, dealers, book entry systems providers, and other vendors to assist in authenticating beneficial owners, protecting against collusion by auction participants, and conducting pre- and post-auction validations.
- Clear and settle auction transactions.
- Work in good faith with the Treasury to integrate the Financial Agent's auction platform, on a reasonable commercial basis, with other technology that helps implement auction protocols.

Accounting and Reporting

- Provide the account of record for the entire portfolio, and all assets contained in it, in accordance with applicable GAAP for a hold to maturity and/or traded portfolio, as appropriate.
- Provide the Treasury with all necessary accounting information to support compliance with Federal Credit Reform Act accounting, including but not limited to cash flow analysis and data for credit reform cost calculations, FASAB standards and technical releases, and Federal audit standards.
- Work in good faith and provide necessary resources to support officials responsible for the Treasury's budgetary and proprietary accounting and the preparation of the Treasury entity-level and consolidated financial statements.
- Provide accounting and footnote disclosure information for the portfolio in accordance with FAS 157, as required by the Treasury.
- Produce all other management and operational reports, as requested by the Treasury, on transactions, positions, valuations, cash flows, counterparties, and portfolio characteristics such as duration and geographic characteristics.

- Support public transparency reporting, as required by the Act, by providing information on all transactions and assets for posting on the Internet.
- Reconcile activities daily, if necessary, with the Treasury and with asset managers.
- Support the preparation of reports to oversight bodies, as required by the Treasury and by the Act.
- Provide Treasury personnel with secure access to the Financial Agent’s reporting platform to allow for ad hoc queries and the direct generation of reports.

Cash Management

- Sweep all end of day cash balances in accordance with the Treasury’s instructions.

Pricing, Valuation, and Market Information

- Provide all necessary pricing and valuation services for all debt and equity assets in the portfolio, including the economic value of warrants obtained from Financial Institutions selling asset to the Treasury, and including all necessary analytics, models, and reports.
- Provide for valuations of mortgage whole loans, and portfolios of whole loans, according to different product and performance characteristics, including residential first liens (non-agency Prime, Alt-A, Subprime), residential second liens, commercial mortgages, and other loans.
- Produce reference prices, pricing curves, and CUSIP-level asset valuations using widely accepted software and data resources to support the acquisition of assets through auctions and other market based mechanisms.
- Provide the Treasury with all information necessary to issue public reports on the methods for pricing and valuing assets, as required by the Act.
- Provide detailed information on the number, values, and characteristics of mortgage-backed securities in the market, as necessary to develop auction and acquisition strategies.

Operations

- Confirm transactions, trades, and settlements with asset managers.
- Maintain records of (i) trades executed, including all pertinent financial and settlement information, (ii) principal and interest (P&I) payments, and (iii) cash flow projections of new trades and P&I payments.
- Track, maintain records of, and promptly resolve notification and settlement fails.

- Maintain settlement tolerance thresholds consistent with best practices.
- Provide for straight-through-processing, to the maximum extent practicable, with asset managers for trading and post-trading processing.
- Provide data feeds to the Treasury's management and accounting systems.
- Enforce internal controls.
- Provide for all necessary operational and analytical hardware and software to support all required services.

Mortgage Whole Loans

- Provide a technology platform for executing the purchase, sale, and holding of mortgage whole loans and whole loan portfolios, for use in connection with the activities of multiple whole loan asset managers assigned to the portfolio.
- Provide necessary storage facilities for the on-going safekeeping of loan documents.
- Receive and store physical loan and legal documents, in accordance with industry best practices for safety and security.
- Review and certify loan documents to ensure that all necessary data is present.
- Provide exception reports detail items missing from document requirements, and work with counterparties until exception items are cleared.

Master Servicer

- Oversee certain activities of primary servicers, as directed by the Treasury.
- Disseminate and monitor compliance with the Treasury's servicing guidelines, including but not limited to loss mitigation guidelines and instructions regarding the HOPE for Homeowners Program, across all primary servicers.
- Ensure the accuracy of loan-level payment data from servicers.
- Conduct periodic on-site reviews of servicers, to include among other things file reviews, procedures testing, review of account administration, and review of nonperforming loans, and produce reports with portfolio, operational, financial, and risk characteristics.

The Financial Agent shall provide the custodian services identified above in accordance with the following procedures and terms.

1. Authorization of custodian

The Treasury authorizes the Financial Agent to be custodian of certain assets and cash in an account established at the Financial Agent (the "Account"). All cash and assets delivered to the Financial Agent will be held and administered in accordance with the Financial Agency Agreement (FAA).

2. Appointment of Investment Manager

The Treasury will designate multiple Asset Managers to manage the investment of all or any portion of the Account. The Treasury will notify the Financial Agent in writing of the appointment of Asset Managers, and of the portion of the assets over which a particular Asset Manager may exercise authority. The Treasury will notify the Financial Agent in writing of the termination of the appointment of any Asset Manager.

3. Duties as custodian

A. The Financial Agent shall release and deliver assets in the Account only upon receipt of Proper Instructions (as defined in Section 7 below), which may be standing instructions when deemed appropriate by the Treasury in the following cases:

- (a) Upon sale of such assets for the Account, unless otherwise directed by Proper Instructions, in accordance with the established procedures for the market or clearing agency where the transactions occur, including delivery to the purchaser or to a dealer (or an agent of the purchaser or dealer) against payment;
- (b) To a depository agent in connection with tender or other similar transactions for assets of the Account;
- (c) To an issuer or its agent when such assets are called, redeemed, retired or otherwise become payable, provided that, unless otherwise directed by Proper Instructions, the cash or other consideration is to be delivered to the Financial Agent;
- (d) To an issuer or its agent, for transfer or exchange into the name of the Financial Agent for a different number of bonds, certificates, or other evidence representing the same aggregate face amount or number of units;
- (e) To brokers, clearing banks, or other clearing agents for examination in accordance with "street delivery" custom;
- (f) For exchange or conversion pursuant to any plan of merger, consolidation, recapitalization,

reorganization, or readjustment of the securities of an issuer of the securities, or pursuant to provisions for conversion contained in the securities, provided that, unless otherwise directed by Proper Instructions, the new securities and cash, if any, are to be delivered to the Financial Agent;

(g) In the case of warrants, rights or similar securities, the surrender thereof in the exercise of such warrants, rights or similar securities or the surrender of interim receipts or temporary securities for definitive securities, provided that, unless otherwise directed by Proper Instructions, the new securities and cash, if any, are to be delivered to the Financial Agent;

(h) In connection with the loan of securities or other assets; and

(i) For any other purpose upon receipt of Proper Instructions specifying the assets to be delivered and naming the person or persons to whom delivery of such assets shall be made.

B. The Financial Agent shall transmit promptly to the Treasury and an Asset Manager written information, including but not limited to pendency of calls and maturities of securities and any related expirations of rights, and tender or exchange offers, received by the Financial Agent from issuers of securities held for the Account.

4. Bank accounts

As part of the Account, the Financial Agent shall provide a bank account(s) subject only to draft or order by the Financial Agent acting pursuant to the terms of the FAA, to receive and hold cash received by, from, or for the Treasury. Such funds shall be deposited by the Financial Agent in its capacity as financial agent pursuant to the FAA and shall be withdrawable by the Financial Agent only in that capacity. This account shall be collateralized as necessary in accordance with 31 CFR 202.

5. Settlement, credits, and debits

A. The Financial Agent may settle transactions in such markets as the Financial Agent may determine from time to time.

B. The Financial Agent will credit to the Account all income, sales proceeds, and receipts generated by assets held in custody immediately as they are received. The Financial Agent shall immediately notify the Treasury and an Asset Manager if the Financial Agent has actual or constructive knowledge that any credit to the Account will not settle in accordance with its terms or in the time period ordinarily applicable to a transaction in the applicable market.

C. The Financial agent will debit the Account for any purchase or outlay transaction as of the time and date that funds would ordinarily be required to settle such transaction in the applicable market. The Financial Agent shall immediately re-credit the amount and notify the Treasury and an Asset Manager if the Financial Agent has actual or constructive knowledge that any debit to the Account will not settle in accordance with its terms or in the time period ordinarily applicable to a transaction in the applicable market. The Financial Agent shall immediately re-

credit the amount if an Asset Manager or the Treasury notifies the Financial Agent by Proper Instruction that a transaction has been canceled prior to settlement.

6. Payment of Account funds

Upon receipt of Proper Instructions, to include written security procedures for payment orders, which may be standing instructions, or as may be otherwise authorized within the FAA, the Financial Agent shall pay out funds of the Account in the following cases:

- (a) Upon the purchase of assets for the Account, unless otherwise directed by Proper Instructions, in accordance with the established procedures for the market or clearing agency where the transactions occur, including delivering money to the seller or to a dealer (or an agent for the seller or dealer) against delivery of the assets;
- (b) In connection with the conversion, exchange or surrender of securities of the Account as set forth in Section 3 above;
- (c) For other purposes as provided in Proper Instructions specifying the amount of such payment and naming the person or persons to whom such payment is to be made.

7. Proper Instructions

A. The term "Proper Instructions" means instructions received by the Financial Agent from the Treasury, an Asset Manager, or any person duly authorized by either of them. Such instructions may be in writing signed by an authorized person or may be in a tested and validated electronic communication between computer systems, or by other means, including oral instructions, as may be authorized in writing by the Treasury.

B. The Treasury will provide the Financial Agent with the names and specimen signatures of Treasury and Asset Manager personnel duly authorized to give Proper Instructions or otherwise act on behalf of the Treasury with respect to the Account. The Treasury will provide prompt updates as authorized personnel change.

8. Actions permitted without express authority

The Financial Agent may, at its discretion, without express authority from the Treasury or an Asset Manager (i) endorse for collection checks, drafts and other negotiable instruments, and (ii) in general attend to all nondiscretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the assets and property of the Account.

9. Reliance

A. The Financial Agent may rely upon the identity and authority of each person whom the Treasury has certified in writing as authorized to give Proper Instructions until it receives written notice from the Treasury or the Asset Manager to the contrary.

B. The Financial Agent may rely upon transmissions of information secured by security codes or passwords it has issued to the Treasury or an Asset Manager

C. The Financial Agent, in performing its duties under this FAA, shall rely upon Proper Instructions from an Asset Manager, subject to any limitations that the Treasury may provide to the Financial Agent in writing. In the absence of such limitations, the Financial Agent shall rely on Proper Instructions from an Asset Manager to the same extent as the Financial Agent would accept such Proper Instructions as if from the Treasury directly.

D. The Financial Agent may rely and act upon any administrative request or consent that it reasonably believes to be genuine and to have been properly executed or otherwise given by or on behalf of the Treasury or an Asset Manager.

10. Legal actions

Participation in legal actions (such as class action suits and bankruptcies) pertaining to assets in the Account is the responsibility of the Treasury. The Financial Agent will take no action with respect to such legal actions other than directing them to the Treasury.

11. Unencumbered Assets

All assets in the Account should be free from any security interests, liens or encumbrances exercisable by any third party against such assets, and the Treasury will not grant a security interest, lien or encumbrance on any such assets for the benefit of any third party unless it notifies the Financial Agent. The Treasury and the Financial Agent will notify one another if they learn that any security interest, lien or encumbrance is created against any assets in the Account.

EXHIBIT B
COMPENSATION

1. General compensation and pricing provisions

A. The Financial Agent shall receive a monthly fee [REDACTED]

B. The monthly fee will be prorated based on the actual number of days assets are in custody, if assets are in custody for a period of less than one full month. [REDACTED]

C. Compensation will be paid monthly after each month for services rendered.

D. The Financial Agent must submit an invoice prior to receiving compensation.

2. Compensation during transition periods

The Financial Agent will be compensated for services rendered during any transition period under Section 2C of this FAA at the same rate in effect on the last day before the transition period begins.

3. Methods of compensation

The Treasury retains the right to compensate the Financial Agent for services provided under this FAA in such a method or methods as the Treasury in its sole discretion deems appropriate including, but not limited to, direct payments. The Treasury and the Financial Agent may also mutually agree on other methods.

4. Probationary Status

The Treasury may withhold all or a portion of the compensation if the Financial Agent is placed on probation.

EXHIBIT C

ANNUAL CERTIFICATION FORMAT

I, [Name of Authorized Official], a duly authorized official of [Financial Institution name], certify that:

1. [Financial Institution name] is taking all reasonable steps to ensure that SBU information and PII obtained from or on behalf of the Treasury is properly safeguarded;
2. all charges and expenses charged to the Treasury are accurate and attributable to services provided to the Treasury;
3. [Financial Institution name] is not on any Federal excluded parties, debarments, or suspension lists;
4. [Financial Institution name] is not delinquent on any federal tax obligation or on any other debt owed to the United States and that [Financial Institution name] agrees to execute IRS Form 8821, and any other necessary Federal forms, to allow the Treasury to verify such information;
5. [Financial Institution name] is not aware of any legal or financial impediments to performing its obligations to the Treasury;
6. [Financial Institution] is not subject to any pending or current enforcement actions;
7. all employees and affiliate or contractor personnel who have access to Federal Government information that is SBU are U.S. citizens or lawful permanent residents performing their work in the continental United States, unless specifically authorized by the Treasury in writing;
8. [Financial Institution name] covenants to disclose all potential conflicts of interest, including conflicts with the interests of any corporate parents, affiliates, and subsidiaries, and to avoid, mitigate, or neutralize to the extent feasible and to the Treasury's satisfaction any personal or organizational conflicts of interest that may be identified by the Treasury or the Financial Institution;
9. [Financial Institution name] covenants to disclose any other facts or information that the Treasury should reasonably expect to know about the Financial Agent to help protect the reputational interests of the portfolio of troubled assets.
10. any other provisions or statements contained in the Financial Agent Agreement, and any amendments thereto, remain true and correct.

In the event that any of the representations made herein cease to be true and correct, [Financial Institution name] agrees to notify the Treasury immediately.

[Name of Authorized Official]
[Title of Authorized Official]

Date

EXHIBIT D

NON-DISCLOSURE AGREEMENT

Conditional Access to Confidential Information

I, _____, employee of _____ (Organization) hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government confidential information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to confidential information, the _____(Organization) and the U.S. Department of the Treasury (Treasury) have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of this Agreement.
2. Confidential information refers to any information, without limitation, about the Treasury's nonpublic business, economic, and policy plans, nonpublic or proprietary financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII) , and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual's education, bank accounts, financial transactions, medical history and other information which can be used to distinguish or trace an individual's identity, including but not limited to social security numbers.
4. SBU information is any information where the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy of individuals that they are entitled to under the Privacy Act and other Federal statutes.
5. I am being granted conditional access to confidential information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.
6. I shall never divulge any confidential information provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the _____(Organization) and/or the Treasury that an individual is authorized to receive it.
7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of confidential information not consistent with the terms of this Agreement.

8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of confidential information could compromise the security of individuals, the _____ (Organization) and the Treasury.
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to confidential information. Further, violation of the terms and conditions of this Agreement may result in the _____ (Organization) and/or the United States taking administrative, civil or any other appropriate relief.
10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
11. Unless I am provided a written release by the Treasury from this Agreement, or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, and at which time my affiliation and/or employment with the _____(Organization) ends.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. I understand that the Treasury may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature

Date