

FEDERAL RESERVE BANK OF NEW YORK
and
PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
COLLATERAL MONITOR AGREEMENT

Dated as of July 23, 2009

COLLATERAL MONITOR AGREEMENT

This COLLATERAL MONITOR AGREEMENT (this "Agreement") is made as of July 23, 2009 between Pacific Investment Management Company LLC (the "Collateral Monitor") and the Federal Reserve Bank of New York (the "Bank").

WITNESSETH:

WHEREAS, the Bank has initiated and is acting as lender under its Term Asset-Backed Securities Loan Facility, the terms and conditions of which may be amended or modified from time to time;

WHEREAS, as a result of a competitive bidding process, the Collateral Monitor has been selected as one of several collateral monitors to provide certain advisory, analytical, reporting and valuation services, and the Collateral Monitor desires to provide such services, in connection with such Term Asset-Backed Securities Loan Facility;

NOW THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

ARTICLE I DEFINITIONS; INTERPRETIVE PRINCIPLES

Section 1.1 Definitions. Whenever used in this Agreement, the following words shall have the meanings set forth below:

"ABS": Asset-backed securities, whether in the form of pass-through certificates, notes, bonds, participation certificates or other instruments.

"Agreement": As defined in the introductory paragraph hereto.

"Asset Class": ABS backed by a particular type of Underlying Receivable according to classifications as may be specified by the Bank from time to time.

"Asset Sub-Class": ABS of an Asset Class backed by a particular sub-type of Underlying Receivable according to classifications specified by the Bank from time to time.

"Bank": As defined in the introductory paragraph hereto.

"Board": The Board of Governors of the Federal Reserve System.

"Business Day": Any day on which the Bank is open for conducting all or substantially all its banking functions.

"Confidential Information": As defined in Section 5.1.

"Collateral Monitor": As defined in the introductory paragraph hereto.

"CUSIP": An individual Proposed ABS, Portfolio ABS or Surrendered ABS.

“Custodian”: The Bank of New York Mellon, as collateral custodian under the TALF Program.

“FOMC”: The Federal Open Market Committee.

“Foreign Governmental Person”: A foreign government, state or political subdivision thereof (or any agency, department, instrumentality or enterprise of a foreign government, state or political subdivision thereof).

“Officer’s Certificate”: A certificate signed on behalf of the Collateral Monitor by any chairman, deputy chairman, president, managing director, treasurer or other senior officer of the Collateral Monitor.

“Other Bank Agreements”: As defined in Section 5.1(c).

“Portfolio”: The aggregate portfolio of all collateral for all outstanding TALF Loans from time to time.

“Portfolio ABS”: ABS included in the Portfolio at any time.

“Proposed ABS”: ABS that one or more prospective borrowers pursuant to the TALF Program have proposed as collateral for a TALF Loan, or that the Bank proposes to pre-approve as eligible collateral under the TALF Program, but that (in either event) has become neither a Portfolio ABS nor a Rejected ABS.

“Records”: As defined in Section 4.6.

“Rejected ABS”: ABS that one or more prospective borrowers pursuant to the TALF Program previously proposed as prospective collateral for a TALF Loan, or that the Bank previously proposed to pre-approve as eligible collateral for a TALF Loan, but that has definitively been rejected by the Bank as eligible collateral under the TALF Program.

“Restricted ABS”: As defined in Section 5.2(a).

“Risk Event”: An event that occurs in the Collateral Monitor’s operations and related to the Services to be performed hereunder that in the reasonable opinion of the Collateral Monitor may result in (i) harm to the Bank’s reputation or operations, or the operations of the Bank’s external customers, (ii) financial loss by the Bank, or (iii) legal exposure for the Bank, including but not limited to (1) an unplanned and non-routine event with respect to the Collateral Monitor that may result from the absence of effective procedures, non-compliance with established procedures, or less than adequate or non-existent internal controls, (2) an external event that affects the Collateral Monitor’s business processes, and (3) human errors or technological problems with respect to the operations of the Collateral Monitor that result from standard procedures or environmental, technological, or other types of change.

“Services”: The services described in Schedule A attached hereto, as the same may be modified pursuant to Section 2.3.

“Surrendered ABS”: ABS that previously constituted Portfolio ABS but were surrendered by the related borrowers pursuant to the TALF Program or acquired by or on behalf of the Bank following a default under the related TALF Loans.

“System”: As defined in Section 5.1(a).

“TALF Loan”: A loan made by the Bank to a borrower pursuant to the TALF Program.

“TALF Program”: The Bank’s Term Asset-Backed Securities Loan Facility as described in the TALF Standing Loan Facility Procedures, as they may be amended and modified from time to time.

“TALF Program Final Termination Date”: The date on which the last of the following occurs: (a) the Bank has publicly announced the termination of the TALF Program, (b) the Bank has ceased making TALF Loans and (c) all TALF Loans have been fully repaid or the related collateral has become Surrendered ABS and been retired or sold by the Bank to a third party (which may include TALF, LLC).

“TALF Standing Loan Facility Procedures”: The terms, conditions, procedures and other information with respect to the TALF Program and the TALF Loans to be made available under the TALF Program, including eligibility criteria, haircut percentages, interest rates applicable to loans, loan terms, loan reservations provisions, loan subscription dates and scheduled loan closing dates, all as published and posted to the TALF Website by the Bank from time to time.

“TALF Team Members”: As defined in Section 5.1(c).

“TALF Website”: The website maintained by the Bank at <http://www.ny.frb.org/markets/talf.html>.

“Treasury”: The United States Department of the Treasury.

“Underlying Property”: The various items of real and/or personal property, if any, that secure Underlying Receivables.

“Underlying Receivables”: Loans or receivables backing any ABS.

“Written Instructions”: Written communications of one or more officers of the Bank that comply with the operational criteria and procedures set forth in Section 8.2 and Schedule C.

Section 1.2 General Interpretive Principles. Unless the context otherwise clearly requires: (i) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined; (ii) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; (iii) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (iv) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (v) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments,

supplements or modifications set forth herein); (vi) any reference herein to any Person shall be construed to include such Person's successors and assigns; (vii) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; and (viii) all references herein to Articles, Sections and Schedules shall be construed to refer to Articles and Sections of and Schedules to, this Agreement.

ARTICLE II

APPOINTMENT; SERVICES

Section 2.1 Appointment. The Bank hereby appoints the Collateral Monitor, and the Collateral Monitor hereby accepts such appointment, to act as a collateral monitor with respect to the TALF Program.

Section 2.2 Term. The term of this Agreement shall commence on the date hereof and end on the TALF Program Final Termination Date, except as earlier terminated under Section 7.1.

Section 2.3 Services. The Collateral Monitor will perform the Services during the term of this Agreement. In its sole discretion, the Bank may modify the specific services required under this Agreement by providing written notice to the Collateral Monitor (as evidenced by Written Instructions); provided, however, that if any such modification, addition or reduction, or any additional services required pursuant to Section 7.2, causes an increase or decrease in the cost of or time required for the performance of any service required by this Agreement, the Bank and the Collateral Monitor will negotiate in good faith for an equitable adjustment in the price of the service or other terms of performance. Once any agreed upon adjustment in the price is agreed to by the Bank in writing in advance, the Collateral Monitor shall thereafter perform the Services as so modified.

ARTICLE III

FEES AND EXPENSES

Section 3.1 Fees. The Bank shall pay fees to the Collateral Monitor at the times and in the amounts set forth in Schedule B to this Agreement. Subject to Section 2.3, the Collateral Monitor shall not be entitled to any other compensation hereunder. The Collateral Monitor acknowledges that no guarantee is made regarding any minimum quantity or volume of transactions, assets, business or assignments. The Collateral Monitor shall maintain, and provide to the Bank upon request, complete and accurate supporting documentation for the amounts billed to and paid by the Bank. The Bank shall not pay any penalty or unaccrued fees in the event that this Agreement is terminated by the Bank or the Collateral Monitor.

Section 3.2 Expenses. The Bank shall not pay any unapproved out-of-pocket or other expenses incurred by the Collateral Monitor in connection with this Agreement.

Section 3.3 Disputes. If the Bank disputes all or a portion of any invoice, the Bank will pay the undisputed amount. The Bank will notify the Collateral Monitor in writing of the specific reason and amount of any dispute. The Collateral Monitor and the Bank will work

together, in good faith, to resolve any disputes as soon as reasonably practicable, and the Bank will pay the amount, if any, agreed to by the parties based on the resolution.

Section 3.4 Additional Compensation. The Collateral Monitor shall not agree to accept compensation from any entity other than the Bank in connection with the services provided by the Collateral Monitor under this Agreement.

ARTICLE IV **THE COLLATERAL MONITOR**

Section 4.1 Standard of Conduct. The Collateral Monitor shall perform the Services exercising reasonable care, skill, prudence and diligence and acting in good faith, in a manner consistent with the practices and procedures followed by other asset valuation and management firms of national standing relating to assets of the nature and character of the applicable Asset Classes or Asset Sub-Classes and with a degree of care, skill, prudence and diligence no less than that which the Collateral Monitor exercises with respect to comparable assets when it performs services similar to the Services for itself and for others (whichever is highest standard). The Collateral Monitor shall use qualified individuals with suitable training, education, experience and skills to perform the Services.

Section 4.2 Limitation on Liability; Indemnification.

(a) The Collateral Monitor shall not be liable for any cost, expense, liability or claim arising out of or in connection with the performance by the Collateral Monitor of its obligations under this Agreement, except for those arising out of the Collateral Monitor's breach of any representation, warranty or covenant herein or its gross negligence, fraud, bad faith or willful misconduct. The Collateral Monitor shall indemnify and hold the Bank harmless against any cost, expense, liability or claim incurred by or asserted against the Bank arising out of or in connection with the Collateral Monitor's breach of any representation, warranty or covenant herein or its gross negligence, fraud, bad faith or willful misconduct.

(b) The Bank shall indemnify and hold harmless the Collateral Monitor, its affiliates and its and their respective directors, employees, partners, attorneys and agents from and against any cost, expense, liability or claim incurred by or asserted against such person arising out of or in connection with this Agreement, except for any such cost, expense, liability or claim arising out of or in connection with the Collateral Monitor's breach of any representation, warranty or covenant herein or its gross negligence, fraud, bad faith or willful misconduct.

Section 4.3 Reliance on Instructions. The Collateral Monitor is expressly authorized to rely upon any and all instructions, approvals interpretations and notices given on behalf of the Bank by any one or more of those persons designated as officers of the Bank whose names appear in Schedule C attached hereto. All such instructions, guidance, approvals and notices shall be communicated by secure e-mail, telephone (on a recorded line) or in writing. The Bank may amend such Schedule C from time to time by written notice to the Collateral Monitor. The Collateral Monitor shall continue to rely upon these instructions until notified by the Bank to the contrary.

Section 4.4 Force Majeure. The Collateral Monitor shall be responsible for maintaining and preserving its operations, facilities and systems (including its computer and communication systems) in a manner consistent with commercial and supervisory standards prevalent in its industry. So long as the Collateral Monitor shall have complied with the foregoing maintenance or preservation requirements and provided that any delay or failure to take such action as may be required under this Agreement could not be prevented by the exercise of reasonable diligence by the Collateral Monitor, the Collateral Monitor shall not be liable for any delay or failure to take any action as may be required under this Agreement, to the extent that any such delay or failure is caused by an act of God or acts of declared or undeclared war, acts of terrorism, public disorder, rebellion or sabotage, epidemics, landslides, lightning, fire, hurricanes, earthquakes, floods or similar events or the interruption or suspension of any external communication or power systems. The preceding sentence shall not relieve the Collateral Monitor from performing its obligations in a timely manner in accordance with the terms of this Agreement, and the Collateral Monitor shall provide the Bank with written notice of any material failure or delay resulting from force majeure, to the extent known to Collateral Monitor.

Section 4.5 Recording of Telephone Conversations. The Collateral Monitor acknowledges that telephone conversations between personnel of the Bank and personnel of the Collateral Monitor in connection with the Services may be recorded.

Section 4.6 Inspection and Audit Rights. The Bank's officers, employees or agents, or representatives designated by the Bank shall have the right, at any time during the term of this Agreement, to make examinations of all information, materials and records (collectively, "Records") that come into the Collateral Monitor's possession or that the Collateral Monitor creates in connection with the Services (including appropriate documentation of issues arising under the Collateral Monitor's conflict of interest policies) and to audit the Collateral Monitor's performance to determine whether the Collateral Monitor is acting in compliance with all of the requirements of this Agreement. Upon five Business Days' prior written notice to the Collateral Monitor, the Collateral Monitor shall grant access to its premises to Bank's employees, agents and representatives including its internal auditors or other auditors selected by the Bank. Any such inspection or audit will be conducted during the Collateral Monitor's normal business hours at the Bank's sole expense. The Collateral Monitor will cooperate fully in making its premises, all relevant information related to its performance pursuant to this Agreement, and its personnel available as is reasonably requested and does not interfere with the Collateral Monitor's performance of its obligations under this Agreement and the conduct of its other business in the ordinary course. The Bank's board of directors or its audit committee may share inspection results or audit reports with whomever it deems appropriate.

Section 4.7 Audit and Review Rights of Others. In addition to the Bank's right to inspect and audit the Collateral Monitor, the Collateral Monitor agrees that, with reasonable prior notice from the Bank, the FOMC, or the Board (including the Office of the Inspector General of the Board), the Bank, the FOMC, or the Board (including the Office of the Inspector General of the Board) may conduct audits and ad-hoc reviews of the Services provided by the Collateral Monitor under this Agreement, provided that the Bank will use its best efforts to ensure that such audits and ad-hoc reviews are made on a similar basis to the inspections described in Section 4.6.

Section 4.8 Maintenance of Records. The Collateral Monitor shall keep and retain and make easily accessible all Records. The Collateral Monitor shall not destroy or release any such Records other than in accordance with Section 7.2.

Section 4.9 Technology Systems and Business Continuity Plan. The Collateral Monitor shall maintain and preserve its operations, facilities and systems (including its computer and communication systems) in a manner consistent with commercial and supervisory standards prevalent in its industry, and shall, to the satisfaction of the Bank, maintain physical and logical separation of its computer systems. The Collateral Monitor shall at all times maintain a backup technology system. The Collateral Monitor shall have in place a business continuity plan acceptable to the Bank, shall participate in periodic testing of such plan with the Bank, and shall take any necessary remedial action in relation thereto. The Collateral Monitor shall also periodically test the effectiveness of its business continuity plan (without the participation of the Bank) and shall report to the Bank on the results of such testing.

Section 4.10 Prohibition on Delegation and Subcontracting Without Consent. The Collateral Monitor shall not delegate or subcontract its duties hereunder to any other person without the express consent (evidenced by a Written Instruction) of the Bank acting in its sole discretion. The Bank consents to delegation by the Collateral Monitor of back office services to and of data aggregation and data stratification to The Collateral Monitor nonetheless shall remain fully liable hereunder for the performance of its delegated or subcontracted duties. Moreover, without the express consent (evidenced by a Written Instruction) of the Bank, no additional fees shall be imposed on the Bank with respect to any such delegated or subcontracted duties.

Section 4.11 Cooperation. The Bank expressly authorizes the Collateral Monitor to communicate and otherwise interact directly with the Custodian (and, subject to Section 5.1(c), a financial institution through which a borrower has requested a TALF Loan and/or an underwriter, arranger, issuer or sponsor of an ABS) in connection with the Services.

Section 4.12 Internal Controls. The Collateral Monitor shall provide a Statement on Auditing Standards (SAS) No. 70 (Service Organizations) Type II report, which shall cover all relevant processes and information systems used by the Collateral Monitor to provide the Services, and shall provide such report to the Bank upon execution of this Agreement and at least annually thereafter, and shall provide the Bank quarterly an Officer's Certificate to the effect that relevant controls remain in place. The Collateral Monitor shall deliver such Sarbanes-Oxley Act sub-certifications as it customarily delivers to its clients that are subject to the requirements of the Sarbanes-Oxley Act, as applicable, and any changes to its Form ADV. The Collateral Monitor shall periodically conduct an internal risk assessment and testing of its internal controls and shall report to the Bank the results of such assessment and testing, and the Collateral Monitor shall report to the Bank the occurrence of any Risk Event.

Section 4.13 Public-Private Investment Program (Legacy Securities). It is understood that the Collateral Monitor has withdrawn its application to participate as an investment manager in the Public-Private Investment Program relating to legacy securities (the "PPIP"). If circumstances in the PPIP program were to change, making it possible for additional managers to submit applications to participate in the PPIP, the Collateral Monitor agrees to not resubmit its

application, or to otherwise provide advisory or other services under the PPIP without the express written consent of the Bank.

Section 4.14 Statement as to Compliance. On or before the end of each calendar quarter, beginning with quarter ending on September 30, 2009, the Collateral Monitor shall deliver to the Bank an Officer's Certificate stating that to the knowledge, upon due inquiry, information and belief of the Collateral Monitor, there did not exist, as of a date not more than five days prior to the date of the certificate, nor had there existed at any time prior thereto since the date of the last certificate (if any), a default in the performance, or breach of any covenant, representation, warranty or other agreement (a "Default") of the Collateral Monitor in this Agreement or, if such Default did then exist or had existed, specifying the same and the nature and status thereof, including actions undertaken to remedy the same, and that the Collateral Monitor has complied with all of its obligations under this Agreement or, if such is not the case, specifying those obligations with which it has not complied.

Section 4.15 Compliance with Laws. The Collateral Monitor shall provide the Bank on request with summaries or copies of its policies and procedures to ensure compliance with laws, including the laws listed in Section 6.1(j). The Collateral Monitor shall also respond to reasonable inquiries from the Bank's Chief Compliance Officer made to the Collateral Monitor's Chief Compliance Officer with respect to compliance with laws and regulations.

ARTICLE V

CONFIDENTIALITY AND TRADING RESTRICTIONS

Section 5.1 Confidentiality.

(a) The Collateral Monitor acknowledges that (i) the Bank is part of the Federal Reserve System (the "System"), and the Board and the Treasury have policy interests in the TALF Program, (ii) perceptions of the deliberations and policies of the Bank, the Board, the System or the Treasury may have an extraordinary influence on securities, financial and capital markets, and (iii) disclosure of non-public information regarding the deliberations and policies of the Bank, the Board, the System or the Treasury would damage the Bank and the System, may impede their achievement of their policy objectives and may result in instability in such markets.

(b) "Confidential Information" shall include (i) information about the business, economic and policy plans, financial and asset information, trade secrets and physical security of the Bank, the Board, the Treasury and the System; (ii) information about deliberations and decisions of the Bank, the Board, the Treasury and the System; (iii) information, data and documents delivered to the Collateral Monitor pursuant to this Agreement and/or the operation of the TALF Program, including documentation associated with TALF Loan requests, data files containing numerical or statistical information regarding loans and receivables backing any ABS and/or the collateral securing such loans and receivables (whether received as part of the original disclosure documents or servicer or trustee reports) and other similar materials; (iv) the identity of borrowers pursuant to the TALF Program, the terms of their TALF Loans, the identity of the ABS securing their TALF Loans, the identity of the financial institution through which a borrower has requested one or more TALF Loans and the identity of any underwriter, arranger, issuer or sponsor of an ABS; (v) recommendations made by the Collateral Monitor to the Bank

(whether related to requests for reservations of TALF Loan capacity, subscriptions for TALF Loans, acceptances or rejections of general or specific ABS as collateral for TALF Loans or general or specific Underlying Receivables or pools thereof as underlying assets for an ABS or otherwise); (vi) directions and consents delivered by the Bank to the Collateral Monitor; (vii) risk management reports made by the Collateral Monitor under this Agreement; (viii) databases (whether relating to Portfolio ABS, Surrendered ABS or Proposed ABS, ABS that previously constituted any of the foregoing or otherwise) created or maintained by the Collateral Monitor for the purposes of the TALF Program; (ix) other information that is created by or comes into the possession or knowledge of the Collateral Monitor (whether directly or indirectly by the Bank or any other person) in connection with the Services; and (x) information regarding the practices, policies, business affairs or other proprietary or commercial information of any of the Bank's other TALF Program collateral monitors; provided, however, that Confidential Information shall not include information that (A) relates to an individual ABS after the information has been filed publicly with the Securities and Exchange Commission or made publicly available on a website pursuant to the Rules and Regulations of the Securities and Exchange Commission (but any other information relating to such ABS, such as its presence in the Portfolio, shall nonetheless constitute Confidential Information), (B) is subsequently learned from a third party that, to the knowledge of the Collateral Monitor, is not under an obligation of confidentiality to the Bank, (C) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Collateral Monitor in violation of this Agreement, (D) was known to the Collateral Monitor at the time of disclosure, other than from the Bank or its provision of services under this Agreement or (E) is generated independently by the Collateral Monitor without reference to the Confidential Information.

(c) The Collateral Monitor shall keep the Confidential Information confidential and not disclose or divulge any Confidential Information to any other person or entity (a "Third Party"); provided, however, that the Custodian and any Successor Collateral Monitor (and, if a Written Instruction directs the Collateral Monitor to communicate with a financial institution through which a borrower has requested a TALF Loan and/or an underwriter, arranger, issuer or sponsor of an ABS, such financial institution, underwriter, arranger, issuer or sponsor) shall not be construed as a Third Party solely to the extent of the information that this Agreement expressly requires the Collateral Monitor to communicate with such party in performing the Services. In addition, other than to delegates and subcontractors approved by the Bank pursuant to Section 4.10, the Collateral Monitor shall not disclose any Confidential Information to any of its directors, officers, employees, partners, members or any of its agents, attorneys, accountants and other professional advisors ("Related Persons"), other than the directors, officers, employees and other Related Persons of the Collateral Monitor who are assigned to provide the Services hereunder (collectively, the "TALF Team Members"). TALF Team Members may include directors, officers, employees and other Related Persons of the Collateral Monitor who are assigned to provide services under the Investment Management Agreement, dated as of October 20, 2008, between the Commercial Paper Funding Facility LLC and the Collateral Manager, and the Amended and Restated Investment Management Agreement, dated as of April 17, 2009, between the Bank and the Collateral Manager (collectively, the "Other Bank Agreements"). The Collateral Monitor shall cause the TALF Team Members not to disclose any Confidential Information to any Third Party or any Related Person who is not a TALF Team Member, other than a delegate or subcontractor approved by the Bank pursuant to Section 4.10. Without limiting the foregoing, the Collateral Monitor shall ensure that all TALF

Team Members (before or when they become a TALF Team Member) review and execute agreements to adhere to all the restrictions contemplated by this Article V. The Collateral Monitor shall strictly enforce such agreements. Further, the Collateral Monitor shall ensure that all delegates and subcontractors approved by the Bank pursuant to Section 4.10 review and execute an agreement to adhere to confidentiality restrictions substantially similar to those contemplated by this Section 5.1(c). Notwithstanding the foregoing or any other provision of this Agreement, TALF Team Members may disclose Confidential Information to personnel who sit atop of the ethical wall or straddle the ethical wall on a need to know basis, provided that such persons will be subject to all of the applicable confidentiality restrictions set forth herein and in the guidelines set forth in Schedule D. No individual shall become a TALF Team Member unless and until the Collateral Monitor has delivered professional and biographical information to the Bank and the Bank has had an opportunity to evaluate such person for security and other purposes. Attached as Schedule E to this Agreement is the initial list of TALF Team Members. Upon request, the Collateral Monitor shall deliver to the Bank a list of the current and former TALF Team Members. Any list of TALF Team Members shall not be construed to modify any of the provisions of this Article V, nor shall its review or acceptance by the Bank constitute a waiver of any of such provisions.

(d) Notwithstanding subsection (c), the Collateral Monitor shall be permitted to disclose Confidential Information to the extent required under applicable law or by valid order of a court or other governmental body having competent jurisdiction if (i) the Collateral Monitor notifies the Bank of any proposed disclosure as promptly as practicable and before it becomes required (to the extent permitted by law), (ii) the Collateral Monitor takes all steps reasonably required to protect the confidentiality of the Confidential Information being disclosed, including but not limited to, to the extent reasonable to do so and at the expense of the Bank (including reasonable legal expenses): (a) entertaining and considering any argument that the Bank wishes to make that disclosure is not required and/or that such disclosure is in violation of the terms and conditions of this Agreement, and (b) providing the Bank with all reasonable assistance in resisting or limiting disclosure, (iii) the Collateral Monitor reasonably cooperates with the Bank in its efforts to obtain a protective order or other appropriate remedy at the expense of the Bank (including reasonable legal expenses), (iv) if such protective order or other remedy is not obtained, the Collateral Monitor furnishes only that portion of the Confidential Information that is legally required and advises the recipient that the Confidential Information is subject to the confidentiality provisions of this Agreement; and (v) the Collateral Monitor exercises its reasonable efforts to cooperate with the Bank in its efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

(e) The Collateral Monitor shall not use, and shall cause the TALF Team Members not to use, any Confidential Information for any purpose other than fulfilling the Collateral Monitor's duties under this Agreement. Without limiting the generality of the foregoing, the Collateral Monitor shall not, and shall cause the TALF Team Members not to, enter into any financial transactions (including purchasing or selling securities and entering into a hedging transactions) on the basis of any Confidential Information.

(f) Public Statements. Without the prior written consent of the Bank, the Collateral Monitor agrees not to originate or encourage any news release, public announcement

or publication or any other public written or oral statement relating to any matter arising in connection with this Agreement or concerning the Bank.

(g) Posting of Agreement on Bank's External Website. The Collateral Monitor agrees that this Agreement may be posted on the Bank's external website.

Section 5.2 Additional Policies and Procedures. Without limiting Section 5.1, the Collateral Monitor shall adhere to the following covenants:

(a) The Collateral Monitor shall maintain, and provide the Bank with copies of, information barrier policies and procedures to govern the conduct of its officers, directors, partners, members and employees in connection with Confidential Information. The Collateral Monitor's information barrier policies must be designed at a minimum to ensure, and the Collateral Monitor shall enforce such policies to the effect, that (i) TALF Team Members are adequately segregated from personnel involved with the Collateral Monitor's general trading, brokerage or sales activities, if any, or other activities that might be in conflict with the duty the Collateral Monitor owes to the Bank under this Agreement, provided that TALF Team Members need not be segregated from personnel providing services pursuant to the Other Bank Agreements, and (ii) any information related to the provision of the Services is not shared with personnel involved in activities that might be in conflict with the Collateral Monitor's duty to the Bank under this Agreement without appropriate vetting and controls being put in place by the Collateral Monitor's legal and compliance department. For the avoidance of doubt, the Collateral Monitor shall cause individuals who sit atop of the ethical wall or straddle the wall to be especially vigilant to ensure that discussions with or advice, guidance or direction given to, individuals on the other side of the wall is not based on or influenced by Confidential Information concerning the Proposed ABS, Rejected ABS, Portfolio ABS or any Surrendered ABS or any security that is of the same (or the equivalent) rating category as any such ABS (collectively, the "Restricted ABS"). The Collateral Monitor shall cause the implementation of the ethical wall policy of the Collateral Monitor to be reviewed by its internal audit or compliance at least once within the first six months of the execution of this Agreement and thereafter in accordance with the Collateral Monitor's own review policies and report the results of the assessment to the Bank.

(b) In addition to the Collateral Monitor's agreements above regarding information barrier policies, the Collateral Monitor agrees that:

(i) it will comply with its FRB-NY Policy as outlined in Schedule D in respect of the activities of personnel assigned to this engagement; and

(ii) it shall implement policies to ensure that any individual TALF Team Member who is otherwise involved in providing Services to the Bank while such individual has access to Confidential Information regarding the Restricted ABS shall (x) until six weeks after the TALF Program Final Termination Date, or (y) until such earlier time identified in writing to the Collateral Monitor by the Bank;

(A) be prohibited from providing (i) investment management or (ii) analytical, reporting, valuation or advisory services (provided that in the case of subclause (ii), the Collateral Monitor and such individual TALF Team Members who sit atop of the ethical wall or straddle the ethical wall may provide such services as part of the Collateral Monitor's and such TALF Team Member's normal and usual business; provided, further that such TALF Team Member does not disclose Confidential Information in performing such services) to anyone other than the Bank regarding Restricted ABS; and

(B) refrain from purchasing for himself or herself the Restricted ABS, without prior consultation with the Chief Compliance Officer of the Bank.

The Bank acknowledges that the persons subject to the restrictions in (ii) above shall be permitted to provide advisory, analytical, reporting or valuation services to other clients with respect to securities other than Restricted ABS, including providing general market views and market views related to securities other than Restricted ABS, provided that no Confidential Information is disclosed in connection with such activities. The period set forth in (ii) above shall commence at such time as an individual no longer has access to Confidential Information regarding the Restricted ABS.

(c) The Collateral Monitor shall diligently undertake (i) security measures to prevent unauthorized access to facilities where Confidential Information is stored, (ii) security measures to detect and prevent unauthorized access to computer equipment and data storage devices that contain or transmit Confidential Information, (iii) periodic training to ensure that persons receiving Confidential Information know their obligations contemplated hereby and (iv) programs designed to ensure compliance with this Agreement and federal securities laws, including contractual restrictions and laws relating to insider trading.

(d) The Collateral Monitor shall immediately notify the Bank of any discovered or suspected cases of the unauthorized access, use, disclosure or loss of Confidential Information. Upon request of the Bank, the Collateral Monitor shall conduct an investigation and render a detailed report on the cause and impact of the breach and the remedial actions taken in response.

(e) The Collateral Monitor shall provide the Bank with (i) a written disclosure of all potential or actual conflicts of interest concerning itself, its corporate parents, subsidiaries, affiliates and proposed subcontractors that may arise during the course of the performance of its obligations under this Agreement, and (ii) a comprehensive mitigation plan for any such potential or actual conflict of interest, including any conflicts that may arise in relation to PIMCO managed funds and accounts that are or are expected to become borrowers under the TALF Program, outlining how it will avoid, mitigate, or neutralize such conflict of interest. Such mitigation plan shall include (x) details concerning the implementation of the plan, including its plan to mitigate any such conflicts, and (y) clear and specific plans as to how it will notify the Bank of any such conflicts identified in the course of its performance of its obligations under this Agreement.

The Collateral Monitor shall promptly notify the Bank of any additional potential conflicts of interest when they arise and cooperate with the Bank in determining whether any additional policies or procedures are necessary in response.

Section 5.3 Remedies. The Bank and the Collateral Monitor shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Article V. Such remedies shall be in addition to all other remedies available at law or in equity.

Section 5.4 Information Received by the Bank. The Bank acknowledges that it may receive, in the course of this Agreement, confidential proprietary information concerning the Collateral Monitor. The Bank hereby agrees to treat the foregoing confidentially, and not to permit access to or use the foregoing, except (a) to the Bank's, the Board's, the Treasury's, and TALF LLC's employees, attorneys and agents having a need to know such information in connection with the TALF Program, and to the Bank's, the Board's, the Treasury's, and TALF LLC's respective oversight bodies upon any of their request or demand, (b) as required to be disclosed under the Bank's information policy (as adopted by the Bank and made available to the Collateral Monitor from time to time) or as otherwise required by law, (c) in connection with the enforcement of the Bank's rights and remedies under this Agreement, (d) to those parties and personnel having inspection and audit rights pursuant to Sections 4.6 and Section 4.7 of this Agreement, (e) to the other collateral monitors hired by the Bank for purposes of the TALF Program, to the extent such collateral monitors are required to keep such information confidential, and (f) that the Bank may make public information contained in any report produced by the Collateral Monitor as is reasonably necessary for the purposes of the TALF Program.

The Bank's obligation under this Section 5.4 shall not apply to any of the foregoing which: (1) is or becomes generally known to the public through no breach of this Agreement; (2) is disclosed to the Bank by a third party not having a duty of confidentiality known to the Bank with respect to such information; (3) was in the Bank's possession prior to disclosure by the Collateral Monitor; (4) is required to be disclosed pursuant to court order or other legal process, which may include Congressional requests for information; or (5) was independently developed by the Bank.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of the Collateral Monitor. The Collateral Monitor makes the following representations and warranties to the Bank:

(a) The Collateral Monitor has been duly organized and is validly existing under the laws of Delaware, has the full power and authority to own its assets and to transact the business in which it is presently engaged and has all material licenses, certificates, qualifications, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now operated by it, and the Collateral Monitor has not received any notice of proceedings relating to the revocation or modification of any such license, certificate, authority or permit which, individually or in the aggregate, if determined adversely,

would materially and adversely affect the condition, financial or otherwise, of the Collateral Monitor or the ability of the Collateral Monitor to perform its duties hereunder.

(b) The Collateral Monitor has full corporate power and authority to execute, deliver and perform this Agreement and all its duties hereunder.

(c) This Agreement has been duly authorized, executed and delivered by the Collateral Monitor and constitutes its valid and binding obligation, enforceable in accordance with its terms except that the enforceability thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws now or hereafter in effect relating to creditors' rights and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) No consent, approval, authorization or order of or declaration or filing with any government, governmental instrumentality, agency, authority or court or other person is required for the performance by the Collateral Monitor of its duties hereunder, except such as have been duly made or obtained.

(e) Neither the execution and delivery of this Agreement nor the fulfillment of the terms hereof conflicts with, results in a breach, violation or acceleration of, or constitute a default under, (i) the articles of organization or operating agreement of the Collateral Monitor, (ii) the terms of any material indenture, contract, lease, mortgage, deed of trust, note, agreement or other evidence of indebtedness or other material agreement, obligation, condition, covenant or instrument to which the Collateral Monitor is a party or is bound, (iii) any statute applicable to the Collateral Monitor, or (iv) any law, decree, order, rule or regulation applicable to the Collateral Monitor of any court or regulatory, administrative or governmental agency, body or authority or arbitrator having or asserting jurisdiction over the Collateral Monitor or its properties.

(f) Neither the Collateral Monitor nor any of its affiliates are in violation of any U.S. federal or state securities law or regulation promulgated thereunder and there is no charge, action, suit, proceeding, public investigation or, to the knowledge of the Collateral Monitor, non-public investigation before or by any court or regulatory agency pending or, to the knowledge of the Collateral Monitor, threatened that would have a material adverse effect upon the performance by the Collateral Monitor of its duties under this Agreement. For the avoidance of doubt, routine or sweep regulatory examinations do not constitute investigations. Unless prohibited by law or negotiation, the Collateral Monitor shall immediately notify the Bank if it becomes aware of any such investigations, actions or proceedings.

(g) There is no charge, action, suit, proceeding, public investigation or, to the knowledge after due inquiry of the Collateral Monitor, non-public investigation pending or, to the knowledge after due inquiry of the Collateral Monitor, threatened before or by any court, arbitrator, administrative agency or other tribunal (i) asserting the invalidity of this Agreement, or (ii) that might adversely affect the performance by the Collateral Monitor of its obligations under, or the validity or enforceability of, this Agreement (except that routine or sweep regulatory examinations shall not be construed as investigations for purposes of this representation).

(h) The Collateral Monitor is not in violation of its articles of organization or operating agreement or in default under any agreement, indenture or instrument to which it is a party or by which it is bound the effect of which violation or default would be material to the Collateral Monitor or which violation or default would have an adverse affect on the performance of its obligations under this Agreement.

(i) No proceedings looking toward merger, liquidation, dissolution or bankruptcy of the Collateral Monitor or any subsidiary thereof are pending or contemplated.

(j) The Collateral Monitor is in accordance with all laws and regulations applicable to it, including anti-money laundering, counter-terrorist financing and U.S. Office of Foreign Assets Control laws and regulations.

(k) Neither the Collateral Monitor nor any of its affiliates are controlled by any Foreign Governmental Person.

(l) The Collateral Monitor is the owner of its intellectual property, and the use and possession of the valuations, models, analytics, information and results furnished or made available to the Bank under Schedule A as delivered to the Bank and as used by the Bank in compliance with this Agreement, do not infringe, misappropriate or violate any third party's rights.

(m) The Collateral Monitor is duly registered as an investment adviser with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, as amended, and such registration is in full force and effect.

Section 6.2 Representations and Warranties of the Bank.

The Bank makes the following representations and warranties to the Collateral Monitor:

(a) the Bank has the power and authority, and the legal right, to execute, deliver and perform this Agreement and all obligations required hereunder;

(b) the Bank has taken all necessary organizational action to authorize this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and the performance of all obligations imposed upon it hereunder; and

(c) the Bank's execution, delivery and performance of this Agreement and all obligations required hereunder will not violate any applicable law, rule, regulation, governing document, contract or other material agreement binding upon the Bank and no governmental or other notice or consent is required in connection with the execution, delivery or performance of this Agreement by the Bank.

Section 6.3 Continuity of Representations and Warranties. The representations and warranties of the Collateral Monitor set forth in Section 6.1 shall be continuing and deemed to be repeated by the Collateral Monitor daily during the term of this Agreement. The Collateral Monitor shall immediately notify the Bank of any breach of any such representation or warranty and the circumstances of such breach.

ARTICLE VII **TERMINATION**

Section 7.1 Termination. The Bank shall be entitled to terminate this Agreement in whole, or solely with respect to one or more individual Asset Classes or Asset Sub-Classes, immediately if the Collateral Monitor breaches any representation or warranty set forth herein. The Bank shall otherwise be entitled to terminate this Agreement in whole, or solely with respect to one or more individual Asset Classes or Asset Sub-Classes, upon not less than thirty (30) days prior written notice of termination from the Bank to the Collateral Monitor. The Collateral Monitor shall be entitled to terminate this Agreement, in whole only, upon not less than thirty (30) days prior written notice of termination from the Collateral Monitor to the Bank; provided that, no termination of this Agreement by the Collateral Monitor pursuant to this sentence shall be effective until the Bank has appointed one or more Successor Collateral Monitors (collectively, a "Successor Collateral Monitor") and the Successor Collateral Monitor has commenced the performance of the duties of the Collateral Monitor described herein; provided further, that if the Bank fails to appoint a Successor Collateral Monitor within one hundred and eighty (180) days after such notice of termination from the Collateral Monitor, the Collateral Monitor may petition any court of competent jurisdiction for the appointment of a Successor Collateral Monitor.

The obligations of the Collateral Monitor under Section 4.2, Article V and Section 7.2 shall survive any termination or expiration of this Agreement.

Section 7.2 Following Termination.

(a) If either party delivers a notice of termination under Section 7.1, and the Bank thereafter notifies the Collateral Monitor of the designation of a Successor Collateral Monitor, the Collateral Monitor shall from time to time:

(i) promptly deliver, in electronic format, to or as directed by the Bank: (A) all information, data and documents theretofore delivered to the Collateral Monitor pursuant to this Agreement and/or the operation of the TALF Program, including documentation associated with TALF Loan requests, data files containing numerical or statistical information regarding loans and receivables backing any ABS and/or the collateral securing such loans and receivables (whether received as part of the original disclosure documents or servicer or trustee reports) and other similar materials; (B) all recommendations previously made by the Collateral Monitor to the Bank (whether related to requests for reservations of TALF Loan capacity, subscriptions for TALF Loans, acceptances or rejections of general or specific ABS as collateral for TALF Loans or general or specific Underlying Receivables or pools thereof as underlying assets for an ABS or otherwise); (C) descriptions of underlying assumptions in its valuation models sufficient to allow continuity in valuation by the Bank of all ABS then constituting Portfolio ABS or Surrendered ABS; (D) all directions and consents previously delivered by the Bank to the Collateral Monitor; (E) all reports previously delivered by the Collateral Monitor to the Bank under this Agreement; and (F) all databases (whether relating to Proposed ABS, Portfolio

ABS, Surrendered ABS, Rejected ABS or otherwise) theretofore established by the Collateral Monitor in connection with the TALF Program; and

(ii) (A) continue to perform the Services until their performance is actually assumed by the Successor Collateral Monitor; (B) otherwise cooperate from time to time in the orderly transition of the performance of all Services to the Successor Collateral Monitor; and (C) perform all the duties described above diligently and promptly.

(b) From and after the TALF Program Final Termination Date, the Collateral Monitor shall diligently and promptly perform the duties described in clause (a) above until completion.

ARTICLE VIII **MISCELLANEOUS**

Section 8.1 Amendment. This Agreement may not be amended or modified in any manner (except as otherwise expressly set forth in Section 2.3, and Schedule C) other than by a written agreement executed by the parties.

Section 8.2 Notices.

(a) Any notice or other communication in respect of this Agreement may be given in any manner set forth below to the addresses or numbers provided in or pursuant to this Agreement or in accordance with the secure e-mail or electronic messaging system procedures provided by the Bank to the Collateral Monitor with respect to the receiving party and will be deemed effective as indicated: (a) if in writing and delivered in person or by courier, on the date it is delivered; (b) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; (c) if sent by electronic messaging system, on the date that electronic message is received; (d) if sent by e-mail, on the date that e-mail is delivered; or (e) if by telephone or other oral communication, on the date that oral communication occurred, provided that such oral communication either is confirmed promptly in writing by at least one of the methods specified in (a) to (d) above, unless (in each case) the date of the delivery (or attempted delivery), the receipt or the occurrence, as applicable, is not a Business Day or that communication is delivered (or attempted), received or shall have occurred, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

(b) Any notice or other writing hereunder to be given to the Bank shall be addressed to the Bank at the address set forth below or such other address as the Bank may from time to time designate in writing.

Federal Reserve Bank of New York
TALF Program Officer
33 Liberty Street
New York, New York 10045

(c) Any notice or other writing hereunder to be given to the Collateral Monitor shall be addressed to the Collateral Monitor at the address set forth below or such other address as the Collateral Monitor may from time to time designate in writing.

Pacific Investment Management Company LLC
840 Newport Center Drive
Suite 100
Newport Beach, CA 92660

Section 8.3 Cumulative Rights; No Waiver. Each and every right granted to any party hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of either party hereto to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Without limiting the generality of the foregoing, any inspection or examination of the Collateral Monitor by the Bank shall not be construed as a waiver of any right the Bank may have under this Agreement.

Section 8.4 Entire Agreement. This Agreement constitutes the entire agreement between the Collateral Monitor and the Bank with respect to the subject matter hereof.

Section 8.5 Entire Agreement; Severability. Any term or provision of this Agreement that is invalid or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement in any jurisdiction.

Section 8.6 Successors and Assigns. This Agreement shall extend to and shall be binding upon the parties hereto and their respective successors and permitted assigns; provided that this Agreement shall not be assignable by the Collateral Monitor without the prior written consent of the Bank (evidenced by a Written Instruction). Any organization or entity into which the Collateral Monitor may be merged or converted or with which it may be consolidated, any

organization or entity resulting from any merger, conversion or consolidation to which the Collateral Monitor shall be a party shall be the successor Collateral Monitor hereunder without the execution or filing of any paper or any further act of any of the parties hereto. The Collateral Monitor shall inform the Bank of any possible change in control of the Collateral Monitor as soon as such information is made available to the public.

Section 8.7 Governing Law; Disputes; Jurisdiction; Waiver of Immunity; Jury Trial Waiver.

(a) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York applicable to agreements made and to be performed entirely in said State and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. The parties hereto intend that the provisions of Section 5-1401 of the New York General Obligations Law shall apply to this Agreement.

(b) Each party hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the United States for the Southern District of New York, and appellate courts thereof; provided that notwithstanding the foregoing, if there is no basis for federal jurisdiction in respect of any such legal action or proceeding or recognition and enforcement action, then each party submits for itself and its property in any such legal action or proceeding or recognition and enforcement action to the exclusive jurisdiction of the courts of the State of New York located in the Borough of Manhattan in New York City, and appellate courts thereof;

(ii) consents that any such action or proceeding may be brought only in such courts and waives, to the maximum extent not prohibited by law, any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid return receipt requested, to the Bank or the Collateral Monitor, as the case may, at its address in each case as set forth in Section 8.2 or at such other address of which the parties hereto shall have been notified pursuant thereto;

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in another jurisdiction by suit on the judgment or in any other matter provided by law; and

(vi) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits);

(vii) **waives trial by jury in any legal action, proceeding, suit, counterclaim or cross claim arising in connection with or out of, or otherwise relating to, this Agreement or any transaction hereunder.**

Section 8.8 No Third Party Beneficiaries. No provision of this Agreement is intended or shall be construed to give any person not a party hereto (including any borrower or prospective borrower under the TALF Program, any financial institution through which a borrower or prospective borrower has requested a TALF Loan, any sponsor or issuer of any ABS or any originator of any Underlying Receivables) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision hereof; provided, however, that any person that has been retained by the Bank as a collateral monitor under the TALF Program shall be a third party beneficiary with respect to any legal or equitable right, remedy or claim against the Collateral Monitor for breach of its confidentiality obligations pursuant to Article V with respect to the information of any such other collateral monitor referenced in Section 5.1 (b)(x).

Section 8.9 No Partnership or Joint Venture. The Bank and the Collateral Monitor are not partners or joint venturers with each other and nothing herein shall be construed to make them such partners or joint venturers or impose any liability as such on either of them. The Collateral Monitor's relation to the Bank shall be deemed to be that of an independent contractor.

Section 8.10 Headings. The headings and captions in this Agreement are included for convenience only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

Section 8.11 Schedules and Exhibits. References to this Agreement shall be deemed to include any schedules, addenda, and exhibits hereto, taken as a whole with the Agreement.

Section 8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

Section 8.13 Survival. The following Sections shall survive any termination of this Agreement: 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 8.1, 8.2, 8.3, 8.6, 8.7, 8.8, and 8.13

[signature pages follow]

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

FEDERAL RESERVE BANK OF NEW YORK

PACIFIC INVESTMENT MANAGEMENT
COMPANY LLC



Schedules:

Schedule A	Services
Schedule B	Fees
Schedule C	Criteria for Written Instructions from the Bank
Schedule D	Conflict of Interest Policy
Schedule E	Initial List of TALF Team Members

SCHEDULE A

SERVICES

PIMCO as Collateral Monitor shall provide the services described below.

- A. Analytics Role – The Collateral Monitor shall generally (i) perform certain credit risk assessments on ABS, issuers, servicers, sponsors, and Underlying Receivables; (ii) perform valuation and other analysis for CUSIPs of ABS which will be potentially pledged as collateral under the TALF program; (iii) perform updates of valuation analysis for ABS currently pledged as collateral under the TALF Program (“ABS Portfolio”); (iv) opine on certain eligibility criteria (e.g., credit ratings and other similar criteria) and analyze aspects of proposed ABS; and (v) provide information on the ABS market.

Specifically:

1. At the outset of the engagement and from time to time as required by the Bank, the Collateral Monitor shall:
 - (a) Risk Rating and Credit Analysis: Perform credit risk analysis including assigning PIMCO risk ratings (“Risk Ratings”) (where and when applicable), with respect to:
 - (i) each item in the ABS Portfolio;
 - (ii) each item of potential Legacy CMBS (as defined on the TALF Website) that the Bank presents as potentially eligible collateral;
 - (iii) issuers, loan sellers, sponsors, servicers and underlying large borrowers;
 - (iv) advise the Bank with respect to credit administration issues such as haircuts, terms and conditions and portfolio limits; and
 - (v) specifically flag any commercial mortgage backed securities (“CMBS”) CUSIPs in the ABS Portfolio or CMBS CUSIPs that are part of an application under the TALF Program with deteriorating fundamentals for further review and analysis by the Bank and its Credit Risk Management Team;
 - (b) Stress Valuation:
 - (i) Collaborate with the Bank to develop appropriate macro- and micro-economic assumptions and variables for stress valuation modeling to be performed by the Collateral Monitor (such procedure, a “Stress Valuation”) of ABS across the various ABS asset classes using the Collateral Monitor’s existing database (such

macro-economic assumptions and variables may be changed by the Bank as needed); and

- (ii) Calculate the stress values for (A) all potential Legacy CMBS, and (B) all ABS in the ABS Portfolio using Stress Valuations to derive expected losses on individual loans (where applicable) backing each and analyzing the impact and expected losses on each (any such calculated value, the "Stress Value");
- (c) Analysis of Eligibility of Legacy CMBS: With respect to each potential Legacy CMBS, opine as to whether it complies with the Bank's collateral eligibility criteria;
- (d) Concentration Limits:
 - (i) Collaborate with the Bank to develop portfolio concentration limits for the various ABS asset classes that have been included in the TALF Program; and
 - (ii) Analyze portfolio concentrations currently existing;
- (e) Market Price:
 - (i) Collaborate with the Bank in developing a methodology for verification of market price ("Market Price") and for the continual assessment of the methodology based on changes in market conditions; and
 - (ii) Calculate Market Price for each item in the ABS Portfolio and each item of potential Legacy CMBS that the Bank presents as potentially eligible collateral;
- (f) Intrinsic Value:
 - (i) Collaborate with the Bank in developing a methodology to calculate a fundamental value of the various ABS asset classes ("Intrinsic Value") and for the continual assessment of the methodology based on changes in market conditions; and
 - (ii) Calculate Intrinsic Value for each item in the ABS Portfolio and each item of potential Legacy CMBS that the Bank presents as potentially eligible collateral.
- (g) Weighted Average Life Recalculation: Periodically recalculate weighted average lives for each item in the ABS Portfolio and each item of potential Legacy CMBS in accordance with the developed methodology;

- (h) Modification/Strengthening of Existing Eligibility Requirements: Assist the Bank in refining, modifying and/or strengthening eligibility criteria for collateral in the various asset classes, including but not limited to the following, in connection with CMBS and the Underlying Receivables:
 - (i) The Bank's diversification criteria within a pool and case-by-case review of pools with nondiversified criteria;
 - (ii) The Bank's criteria for pools with large historical losses, delinquent loans, or loans in special servicing or on servicer watch lists;
 - (iii) The Bank's criteria for pools with concentrations of subordinate-priority mortgage loans;
 - (iv) The Bank's concentration limits across pools; and
 - (v) Any other criteria which would cause the Bank to exclude or consider excluding a particular CUSIP.

- 2. Legacy CMBS: With respect to the Legacy CMBS asset class, during the subscription process for Legacy CMBS, the Collateral Monitor shall:
 - (a) Opine on whether Legacy CMBS meet certain eligibility criteria (based on available data), checking the criteria set forth on the TALF Website and the Terms and Conditions and FAQs posted to the TALF Website from time to time;
 - (b) Calculate the Stress Value and give opinions as to whether the amount financed (price less haircut) does not exceed the Stress Value;
 - (c) Verify Market Price or other independent value based upon valuation methodologies and procedures to be developed by the Collateral Monitor in consultation with the Bank's staff; and
 - (d) Determine the Intrinsic Value of the Legacy CMBS based upon valuation methodologies and procedures to be developed by the Collateral Monitor in consultation with the Bank's staff.

- 3. Newly Issued CMBS: with respect to the Newly Issued CMBS (as defined on the TALF Website) asset class, during the below listed processes, the Collateral Monitor shall:
 - (a) Reservations: In connection with the reservations process (if any) for Newly Issued CMBS:
 - (i) Upon receipt of reservation requests for Newly Issued CMBS:

- (A) Maintain a list of reservations of TALF loan capacity and updates of reservations received by and forwarded from the Bank;
 - (B) Screen loan and property information according to portfolio concentration limits to be agreed upon by the Bank; and
 - (C) Prepare reports based on such screening and forward the information received and the resulting report to the proper officers of the Bank in connection with their determination whether to grant reservations in whole or in part;
- (ii) Perform similar services to those set forth in subparagraph (a)(i) above in connection with the updating of pool and transaction information following the initial grant of a request for reservations and recalculate concentration limits following reservations on Newly Issued CMBS until such time as TALF loan is executed;
- (b) Pre-Subscription: In connection with the pre-subscription period in respect of Newly Issued CMBS, including, without limitation, the pre-subscription period for a Newly Issued CMBS that is the subject of an existing reservation of TALF loan capacity,
- (i) opine on the expected eligibility of the proposed Newly Issued CMBS, checking the objective criteria set forth on the TALF Website and the Terms and Conditions and FAQs posted to the TALF Website from time to time and the subjective criteria for Newly Issued CMBS set forth above; and
 - (ii) In connection with the pre-subscription period in respect of Newly Issued CMBS that is the subject of an existing reservation of TALF Loan capacity, confirm subscription information matches reservations and update reports referenced in (a) above.
- (c) Subscription: During the pre-subscription period and the subscription period for Newly Issued CMBS, the Collateral Monitor shall:
- (i) Review and model each Newly Issued CMBS, review individual Underlying Receivables and transaction structure and provide stratifications of Underlying Receivable pool; collaborate with the Bank to develop criteria which identify unusual loan payment terms or other transaction features which will be escalated to Bank staff for decisions to the extent identified by the Collateral Monitor;
 - (ii) Opine on the expected eligibility of the proposed Newly Issued CMBS, checking the objective criteria set forth on the TALF Website and the Terms and Conditions and FAQs posted to the

TALF Website from time to time and the subjective criteria for Newly Issued CMBS set forth above, including, but not limited to, the following objective criteria relating to the Pooling and Servicing Agreements:

- (A) Requirements for sufficient reporting (will develop checklist to ascertain sufficiency);
- (B) Pro rata requirements based on actual losses and “appraisal reduction amounts”;
- (C) Servicing control provisions; and
- (D) Post-securitization property appraisals (servicer/ trustee request only);

provided, however, that (A) the Collateral Monitor shall not be responsible for opining on eligibility criteria with respect to the representation that property improvements were in material compliance with applicable law upon origination and (B) for purposes of the published criteria related to “in-place underwriting”, the Collateral Monitor shall not be required to re-underwrite loans or re-appraise properties but shall, in accordance with procedures to be developed in consultation with the Bank, review selected portions of disclosure or other issuer-supplied materials for statements that any loans were underwritten on the basis of rent for unoccupied space or units, stabilization of property operations, master leases with borrower affiliates or other “pro forma” underwriting practices, and inform the Bank of the results of its reviews;

- (iii) Perform a Stress Valuation and opine as to whether each Newly Issued CMBS meets the Bank’s credit standards;
- (iv) Recalculate portfolio concentrations and opine as to whether the portfolio is within limits agreed upon by the Bank;
- (v) Advise the Bank with respect to questions arising from any exceptions noted in any Agreed-Upon Procedures letter received by the Bank in respect of CMBS; and
- (vi) Perform credit analysis with respect to issuers, loan sellers, sponsors and servicers of CMBS.

4. Put Option Value: The Collateral Monitor shall collaborate with the Bank on determining a methodology for calculation of put option value on all positions in the portfolio. At least monthly, but not earlier than July 31, 2009, the Collateral

Monitor shall calculate and provide to the Bank put option values on individual positions in the portfolio (the "Put Option Value").

5. Subject to the terms of the Agreement, the Collateral Monitor shall provide any information (other than proprietary modeling or methodology information) to the Custodian or the other collateral monitors on an as needed basis, as directed by the Bank; provided that such persons agree to keep such information confidential.
 6. Upon request, the Collateral Monitor shall provide to the Bank all underlying macro-economic and micro-economic assumptions used for Stress Valuations (e.g., unemployment rate assumptions, default probabilities and recovery rates under various scenarios).
 7. The Collateral Monitor will receive detailed information concerning the outstanding loan balances and collateral from the Custodian. Information will include a breakdown of loan amounts, principal repayments, interest rate format, the amount of and details of ABS expected to be pledged as collateral, as well as scanned issuer documentation (i.e., ABS term sheet and prospectus or offering memorandum) for each ABS expected to be delivered on settlement date of the loan, as well as all other pertinent information. The information provided will not include information identifying the TALF borrowers.
 8. The Collateral Monitor shall provide such other services as are contemplated by this Agreement, or are reasonably incidental thereto as mutually agreed by the parties in writing, and such other services in connection with the TALF Program as the parties hereto shall from time to time agree in writing.
- B. Reporting Role – The Collateral Monitor shall communicate and provide reports with the results from the analysis performed of ABS that will potentially be pledged as collateral, as well as periodically review collateral pledged to the Bank by asset class; the Collateral Monitor will provide an opinion of risk and exposure and opine on the performance of the collateral. The Collateral Monitor will also provide the Bank (and, subject to the terms of the Agreement, any other persons, including the Custodian and the other collateral monitors, that the Bank may identify (provided that such persons agree to keep such information confidential)) with reports in a timely fashion. Specifically:
1. The Collateral Monitor shall create and deliver to the Bank, and the Custodian or other persons as the Bank directs (provided that such persons agree to keep such information confidential), as needed, but at least on a monthly basis (except as noted below), reports of securities expected to be pledged to TALF (by CUSIP), including but not limited to:
 - (a) A summary of the characteristics listed in Exhibit I as provided by the issuer, servicer or trustee for each such ABS;
 - (b) Intrinsic Values according to the agreed upon methodology between the Bank and Collateral Monitor;

- (c) Stress Values according to the agreed upon methodology between the Bank and Collateral Monitor;
 - (d) Put Option Values (from time to time as reasonably needed) according to the agreed upon methodology between the Bank and Collateral Monitor;
 - (e) On a daily basis, Market Prices for ABS that have been the subject of a TALF Loan;
 - (f) Risk Ratings; and
 - (g) Holdings of collateral by asset class.
2. The Collateral Monitor shall provide in secure electronic format, daily, a list of CUSIPs being analyzed and current status for ABS.
3. Upon reasonable request, the Collateral Monitor shall promptly produce customized and ad-hoc reports regarding matters mutually agreed in writing between the Bank and the Collateral Monitor. The Collateral Monitor will provide industry alerts on developments and risk events which may impact the portfolio, including, for avoidance of doubt and without limitation, analysis of ABS, CMBS, Underlying Receivables, and Underlying Properties, where reasonably possible.
4. The Collateral Monitor shall provide reports to the Bank, including but not limited to, the following:
- (a) Default risk, including, where and when available:
 - (i) Delinquencies on the Underlying Receivables;
 - (ii) Ratings / Watchlists / Downgrades on ABS; and
 - (iii) Upcoming maturities for pledged ABS.
 - (b) Forecasted principal and interest payments based on a range of interest rate scenarios and/or stress or default scenarios; and
 - (c) Triggers (*i.e.*, credit events) of ABS structures that may cause a shift in the Bank's rights (*e.g.*, with respect to cash flows), and their occurrence under various stress scenarios.

These default reports and their frequency will be agreed by the Bank and the Collateral Monitor at the outset of the engagement but may be modified and refined over time at the Bank's reasonable direction; provided that such reports will not be required on more than a monthly basis.

5. The Collateral Monitor shall, upon request, run simpler versions of the above-described reports and provide syntheses that include qualitative market commentary for the Bank (and such other stakeholders of the TALF Program as the Bank may identify, provided such persons agree to keep such information confidential).
6. The Collateral Monitor shall make a quarterly portfolio performance presentation to the Bank that reviews the Collateral Monitor's opinion of the portfolio's risks and performance.
7. The Collateral Monitor shall retain documentation and records associated with its duties hereunder as required under the Agreement.
8. In connection with all analytical services described in Part A hereof, the Collateral Monitor shall report the results of such services to the Bank and such stakeholders as the Bank may specify; provided that such stakeholders agree to keep such information confidential.
9. The Collateral Monitor shall provide such other services as are contemplated by this Agreement or are reasonably incidental thereto as mutually agreed by the parties in writing, and such other services in connection with the TALF Program as the parties hereto shall from time to time agree in writing.

EXHIBIT I to SCHEDULE A

ABS Characteristics To Be Included (where and when reasonably available) In Reports

1. Student Loan (Private) Reports: to be agreed upon between the parties
2. CMBS Reports:
 - (i) Geographic Concentration (by State, Market Type (primary, secondary, tertiary), and MSA);
 - (ii) Property Type Concentration;
 - (iii) Borrower Concentration;
 - (iv) Large Tenant Concentration;
 - (v) Interest Only, Partial IO Concentration, Fixed/Floating;
 - (vi) Loan Type: Term, Bridge, Mezzanine, B-Note, Construction;
 - (vii) Loan Maturity Schedule;
 - (viii) Property/loan performance: DSCR, LTV, Occupancy rate, NOI;
 - (ix) Lease rollover risk by Lease type;
 - (x) Loan Performance: Delinquencies, Specially Serviced Loans, Watchlist Loans, Appraisal Reductions, Interest Shortfalls;
 - (xi) Individual loan concentrations: Large Loans %; and
 - (xii) Tenant Bankruptcies.
3. Credit Card Reports:
 - (i) Seasonality of accounts;
 - (ii) FICO distribution;
 - (iii) Account limits and utility rates;
 - (iv) Receivable growth trends;
 - (v) Growth Drivers (Branding, Low Teaser Rates, other synergies);
 - (vi) Issuer's funding diversity and options (ABS securitization, credit facility, deposits, etc.);
 - (vii) Funding needs;
 - (viii) Strength of trust sponsors;
 - (ix) Commitment of trust sponsor (longevity of program, contribution of card program to net income);
 - (x) Performance (excess spread, monthly payment, portfolio yield);
 - (xi) For private labeled program (diversity and strength of vendors – sales, profit, liquidity);
 - (xii) Sellers' interests.
4. Auto ABS Reports:
 - (i) Weighted average loan coupon interest rate and remaining term;
 - (ii) Pool factor and tranche factors;

- (iii) Loan distribution by loan terms and comparison vs. at deal issuance;
 - (iv) Loan distribution by loan coupon buckets and comparison vs. at deal issuance;
 - (v) Loan distribution by delinquency buckets;
 - (vi) 60+ delinquency relative to credit enhancement levels, 60 day+ delinquency curve vs. historical level and peers' performance, seasoning adjusted;
 - (vii) Interest Shortfall;
 - (viii) Accumulative net loss level and curve, historical level and peers' performance, seasoning adjusted;
 - (ix) Annualized current net loss rate and its trend over past periods;
 - (x) Capital Structure Position;
 - (xi) Credit enhancement levels of each tranche vs. initial and target levels;
 - (xii) Servicer financial strength, stability and liquidity positions;
 - (xiii) Voluntary Prepayment;
 - (xiv) Default rate (CDR);
 - (xv) Forward Loss – projection of estimated losses given forecast of unemployment rate;
 - (xvi) Waterfall trigger status – whether delinquency/loss/credit enhancement trigger is passed or broken;
 - (xvii) Deal waterfall – whether there is excess interest release out to equity holders;
5. Equipment ABS Reports: to be agreed upon between the parties.
 6. SBA ABS Reports: to be agreed upon between the parties.
 7. Floorplan ABS Reports: to be agreed upon between the parties.
 8. Servicer Advances ABS Reports: to be agreed upon between the parties.
 9. Insurance Premium ABS Reports: to be agreed upon between the parties.
 10. Student Loan (FFELP) Reports:
 - (i) Pool factor, asset/liability parity ratio, senior asset parity ratio;
 - (ii) % of claims filed and rejected (FFELP);
 - (iii) Capitalized interest account balance and payment;
 - (iv) Loans by payment status (in-school, grace, deferment, forbearance and repayment) and comparison vs. deal issuance;
 - (v) Loan by type (subsidized Stafford, unsubsidized Stafford, PLUS, SLS, consolidation) and comparison vs. deal issuance;
 - (vi) Loan by school types;
 - (vii) LIBOR vs. Financial CP rate basis, LIBOR vs. Prime rate basis;
 - (viii) Loan distribution by delinquency buckets;
 - (ix) 60+ delinquency relative to credit enhancement levels, 60+ delinquency curve vs. historical level and peers' performance, seasoning adjusted;

- (x) Interest Shortfall;
- (xi) Accumulative net loss level and curve, historical level and peers' performance, seasoning adjusted;
- (xii) Annualized current net loss rate and its trend over past periods;
- (xiii) Capital Structure Position;
- (xiv) Credit enhancement levels of each tranche vs. initial and target levels;
- (xv) Servicer financial strength, stability and liquidity positions;
- (xvi) Swap counterparties' financial strength, stability and liquidity positions;
- (xvii) Voluntary Prepayment;
- (xviii) Default rate (CDR);
- (xix) Waterfall trigger status – whether delinquency/loss/credit enhancement trigger is passed or broken; and
- (xx) Deal waterfall – whether there is excess interest release out to equity holders.

SCHEDULE B

Fees

The fee for Collateral Monitor will have two components: (a) a fixed fee; and (b) a variable fee.

(a) The fixed fee will be the amount per annum shown in the following table:

	<u>Annual Fee</u>
First Year of the Agreement	\$3,000,000
Second Year of the Agreement	\$1,500,000
Third Year of the Agreement	\$1,500,000
Fourth Year of the Agreement	\$1,000,000
Fifth Year of the Agreement	\$1,000,000
Sixth Year of the Agreement	\$1,000,000

The fixed fee will be billed quarterly, in arrears. If the Collateral Monitor shall serve for less than the whole of any quarterly period, its compensation determined as provided in this Schedule B shall be calculated and shall be payable on a pro rata basis for the period of the quarter for which it has served as Collateral Monitor under this Agreement.

(b) The variable fee will be calculated on a sliding scale based on the outstanding TALF Loans. The variable fee for each calendar quarter will be equal to the product of (i) the average outstanding balance of the TALF Loans in such calendar quarter calculated by averaging the outstanding balance as of the last day of each month during such quarter and (ii) the number of basis points per annum shown in the following table (calculated on the basis of the actual number of days elapsed in a 365 day year):

	<u>TALF Loans</u> <u>Outstanding</u>	<u>Basis</u> <u>Points</u>
Up to	\$50,000,000,000	1.5
For the next	\$50,000,000,000	1.0
Thereafter		0.0

The variable fee will be billed quarterly, in arrears.

SCHEDULE C

Criteria for Written Instructions from the Bank

A Written Instruction shall constitute a valid instruction of the Bank if it is given by one of the authorized signatories set forth below. This Schedule C may be amended from time to time by the Bank in its sole discretion upon prior written notice to the Collateral Monitor.

Conflict of Interest, Confidentiality, Privacy and Risk Management Procedures and Policies for the FRB-NY's TALF Program

Purpose

Pacific Investment Management Company LLC ("PIMCO") has been selected by the Federal Reserve Bank of New York ("FRB-NY") to provide certain analytical, reporting, valuation and advisory services related to commercial mortgage backed pass-through securities (such services, the "Services"), in connection with the TALF Program.

In the performance of such Services for the FRB-NY, certain PIMCO employees and independent contractors engaged by PIMCO, if applicable, will have access to confidential information and may be placed in a position that could potentially create a conflict of interest. The FRB-NY has required PIMCO to establish ethical wall procedures in connection with such services that are intended to protect the confidentiality of such information and mitigate any conflicts of interest by implementing measures designed to restrict access to such information by PIMCO personnel not involved in providing the Services to the FRB-NY. The FRB-NY has also required PIMCO to implement risk management, risk event, reporting, and business continuity policies and procedures in connection with the TALF Program.

Summary

PIMCO employees and independent contractors engaged by PIMCO, if applicable, providing the Services (or otherwise provided with confidential information related to the TALF Program, including such persons who sit atop of the ethical wall or straddle the ethical wall) to the FRB-NY shall be classified as "Restricted Persons". Restricted Persons will be required to maintain the confidentiality of the information they receive. This is a critical component of PIMCO's provision of the Services in connection with the TALF Program.

Restricted Persons shall not discuss or share with anyone other than a Restricted Person (including Other FRB-NY Service Providing Employees (as defined below) that are not involved in providing the Services), the FRB-NY and its representatives, any Confidential Information (as defined in the Collateral Monitor Agreement entered into between PIMCO and the FRB-NY relating to the TALF Program) that is obtained while working in the capacity as a Restricted Person ("TALF Program Confidential Information"), whether obtained through the TALF Program, the FRB-NY, a contractor or agent of the TALF Program or otherwise.

Restricted Persons may be required to perform all work related to the TALF Program in a location segregated from other non-restricted employees, other than those employees who provide services to the FRB-NY pursuant to the Investment Management Agreement entered into between the Commercial Paper Funding Facility LLC and the Collateral Manager relating to the CPFF Program, and the Amended and Restated Investment Management Agreement entered into between the FRB-NY and the Collateral Manager relating to the AMBS Program (such

employees, "Other FRB-NY Service Providing Employees", and the services they provide to the FRB-NY, the "Other FRB-NY Services").

In addition, as set forth below, Restricted Persons will be prohibited from trading Restricted ABS (as defined in the Collateral Monitor Agreement entered into between PIMCO and the FRB-NY relating to the TALF Program), either personally or on behalf of PIMCO clients.

Procedures

Identification of Restricted Persons

PIMCO will identify as Restricted Persons those employees assigned to provide the Services to the FRB-NY in connection with the TALF Program (or otherwise provided with TALF Program Confidential Information). The Compliance Department shall maintain a list of Restricted Persons, including the date he or she became a Restricted Person, as well as the date of removal from the list. PIMCO shall provide such list of Restricted Persons to the FRB-NY and the inclusion of any person on the list shall be subject to the prior approval of the FRB-NY. PIMCO shall provide the FRB-NY with advance written notice of any changes to the list of Restricted Persons.

All Restricted Persons shall have been informed of the confidential nature of the TALF Program Confidential Information, and specifically, PIMCO's obligations with respect thereto, and will be required to complete the annual acknowledgement of compliance with the Code of Ethics and Insider Trading Policy and Procedures.

Each Restricted Person shall participate in and complete compliance training regarding these procedures. The Compliance Department will keep a record of the completion of such training.

Confidentiality Obligations

All PIMCO employees and independent contractors engaged by PIMCO who are Restricted Persons shall be prohibited from discussing or sharing TALF Program Confidential Information with any PIMCO representative who is not a Restricted Person, or with any non-PIMCO personnel other than the FRB-NY and its designated representatives and subcontractors.

Termination of Restricted Person Status

A Restricted Person shall be subject to the restrictions of this policy until such time as (a) the Chief Compliance Officer ("CCO") has determined he/she no longer has access to TALF Program Confidential Information or (b) six weeks after the TALF Program Final Termination Date. Upon such a determination or event, the Restricted Person shall be removed from Restricted Person list. However, even after removal from the Restricted Person list, such persons shall continue to be subject to confidentiality obligations, and may not disclose TALF Program Confidential Information to non-restricted personnel. Anyone being removed from the Restricted Person list shall, at the time of removal from the Restricted Person list, be required to surrender their electronic keypass to the segregated area described below.

Physical Separation of Restricted Persons

Restricted Persons, when required due to the nature of their services, will work in a physical location that is segregated from the general trading, brokerage, or sales activities, if any, or other activities that may be in conflict with the duties PIMCO owes to the FRB-NY under the Collateral Monitor Agreement entered into between PIMCO and the FRB-NY relating to the TALF Program, provided that, for purposes of clarity, they may work in the same location as Other FRB-NY Service Providing Employees. PIMCO will maintain one or more areas that are segregated from other areas of PIMCO where these employees shall perform the Services for the TALF Program. The CCO, in consultation with other senior members of the team assigned to provide the Services under the TALF Program, will determine the functions and personnel that are required to be so segregated. Key factors to be considered in such determination will include the sensitivity and nature of the work being performed. The Services may be performed only in the segregated location. To the extent that a Restricted Person performs functions unrelated to the TALF Program, such work may be performed outside of the segregated physical location, provided that such Restricted Person must observe TALF Program confidentiality requirements at all times. Restricted Persons providing the Services shall have computers kept in the segregated physical location and all work related to providing the Services at PIMCO's office will be conducted only on such computers. Data needed in connection with the Services, whether input or output, will be housed in restricted directories or on secure servers separate from PIMCO's primary servers, provided that such servers may also house data needed in connection with the Other FRB-NY Services. In addition, PIMCO will have in place policies that direct Restricted Persons and Other FRB-NY Service Providing Employees to refrain from accessing information on such servers not related to the Services or Other FRB-NY Services, as applicable, they have been assigned to provide. Moreover, PIMCO will direct Restricted Persons to save sensitive work in their secure file directories which are only accessible to them.

Restricted Persons may not remove any TALF Program Confidential Information from the segregated location unless appropriate precautions are taken to ensure that such TALF Program Confidential Information remains secure. All discussions of TALF Program Confidential Information shall be conducted in the segregated location or in an appropriate alternative secured area.

Access to the physical location that is segregated from other PIMCO associates shall be limited to only those employees identified as Restricted Persons and the Other FRB-NY Service Providing Employees, provided that normal access for janitorial and maintenance purposes shall be permitted. PIMCO shall take reasonable care that TALF Program Confidential Information shall not be disclosed to individuals providing janitorial or maintenance services. An electronic keypass allowing access to this location will be required for entrance into the segregated space and shall be limited to Restricted Persons, the Other FRB-NY Service Providing Employees and individuals providing janitorial and maintenance services. A Restricted Person that no longer is considered to have TALF Program Confidential Information or access to such TALF Program Confidential Information will be removed from the list and identified as non-restricted.

In addition, senior compliance officers and senior attorneys supporting the Compliance Department may have access to the segregated area for purposes of implementing and monitoring these procedures.

Special Restrictions Applicable to Restricted Persons that have a substantive role in developing and providing advice/guidance to the FRB-NY (“Special Restricted Persons”)

Due to the sensitive nature of the information obtained as a result of the engagement with the TALF Program and the potential for conflicts of interest, Special Restricted Persons shall be prohibited from trading or valuing Restricted ABS in accordance with restrictions in the Collateral Monitor Agreement on behalf of anyone other than the FRB-NY. Such Special Restricted Persons may resume performing these functions for other clients in accordance with restrictions in the Collateral Monitor Agreement.

Moreover, Special Restricted Persons will be prohibited from accessing PIMCO’s general systems for the purpose of reviewing portfolio holdings that are or may become Restricted ABS or from accessing any other data that could reasonably be expected to cause a material conflict. Notwithstanding the foregoing, Special Restricted Persons will be allowed to receive and/or access the following information (for purposes of clarity, without providing any Confidential Information): general information about PIMCO, general market color, CUSIP and deal level surveillance (including analyst assessment and rating of credit risk), views on liquidity conditions, views on deteriorating or improving loans, updates on market views (including views on individual CUSIPS), anecdotal news regarding underlying loans, and updated modeling information.

Special Restricted Persons may perform functions unrelated to the TALF Program, subject to compliance with the policies set forth herein and the Collateral Monitor Agreement.

Discussion of Non-Confidential Information Regarding the TALF Program

A Restricted Person may speak with an unrestricted person regarding the TALF Program or vice versa, only if (i) the information shared by the Restricted Person does not involve any TALF Program Confidential Information; and (ii) the information shared by the non-Restricted Person does not relate to any PIMCO managed funds or accounts that are or are expected to become borrowers under the TALF Program. Such communication is permitted only with prior consultation with the Compliance Department. The Compliance Department will evaluate any issues arising from such communication, including the likelihood that TALF Program Confidential Information will be revealed. If permitted, the compliance personnel shall define the permitted scope of such communication to both parties. Any such communications shall only take place in the presence of compliance personnel.

An employee who is not assigned to work on the TALF Program, and therefore who is not defined as a Restricted Person, will not be permitted to respond to any inquiry about the program and must direct all inquiries to the appropriate Restricted Person (e.g., the CCO or any attorney in the legal department).

Delegates and Third Party Vendors

Restricted Persons may discuss TALF Program Confidential Information with any delegate or third party vendor; provided that (i) such delegate or third party vendor shall have been approved by the FRB-NY and shall have entered into a confidentiality agreement related to the TALF Program Confidential Information that is substantially similar to Section 5.1(c) of the Collateral

Monitor Agreement prior to any such discussions, (ii) the employees of any such delegate or third party vendor that will receive TALF Program Confidential Information have been made aware of the confidentiality restrictions, and (iii) the names of such employees (including the employees of _____ have been provided to, and approved by, the FRB-NY prior to any such discussions. PIMCO shall maintain an up-to-date list of such employees of any such delegates and third-party vendors.

Personal Trading by Restricted Persons

PIMCO is subject to a Code of Ethics as required by Rule 17j-1 under the Investment Company Act of 1940 and Rule 206A-1 of the Investment Advisers Act of 1940. All employees of PIMCO are considered access persons and are subject to the preclearance and reporting requirements of PIMCO's Code of Ethics.

The Code of Ethics includes provisions advising employees of their obligations and requirements under the law and the penalties they will face by trading on inside information or information obtained by their role within PIMCO, which may be considered material non-public information. The provisions and obligations of the Code of Ethics apply to PIMCO's provision of the Services under the TALF Program and employees are strictly prohibited from trading on any confidential information obtained through their duties as an employee with access to the TALF Program.

During any Restricted Person's assignment to provide Services under the TALF Program and for six weeks thereafter, such Restricted Person may not purchase or sell any stock or debt securities of (1) ABS, (2) any bank, bank holding company or insurance company or (3) any other financial institution that is a recipient of funds pursuant to an economic stabilization program adopted by the United States Treasury or the Federal Reserve System. A Restricted Person may, however, own interests as part of a mutual fund and interests acquired prior to such Restricted Person's assignment to provide Services under the TALF Program. To ensure compliance with this provision, a Restricted Person may be required to submit financial statements and/or other information upon the request of the compliance personnel. If any Restricted Person currently holds ABS or restricted financial interests, such Restricted Person should discuss whether such interest poses a conflict that requires some remediation plan or waiver with the Compliance Department. The Compliance Department shall conduct periodic reviews of all employee trading activity with the objective of detecting activities inconsistent with the firm's Code of Ethics.

Compensation of Restricted Persons

The compensation of Special Restricted Persons must be aligned with their responsibilities under the Collateral Monitor Agreement while they provide advisory services to the TALF Program and must be distinct from the compensation programs associated with their prior portfolio management responsibilities. Factors that may be taken into account in determining a Special Restricted Person's compensation include:

- (a) The Special Restricted Person's individual performance and productivity (including portfolio management responsibilities prior to such Special

Restricted Person's assignment to provide advisory services to the TALF Program);

- (b) The overall quality and accuracy of the Special Restricted Person's research and valuation activities; and
- (c) The firm's overall performance.

The compensation of other Restricted Persons should take into account, among other things, such person's individual performance and productivity with respect to such person's involvement in, and/or performance of services for, the TALF Program..

Special Requirements for System Security

PIMCO's computer systems will implement measures that are reasonably designed to restrict access to TALF Program Confidential Information only to those individuals identified as Restricted Persons. At the time a person is removed from the Restricted Person list and is no longer in possession of TALF Program Confidential Information, their access to the system used for the TALF Program shall be removed. It shall be considered a serious violation if an employee, who is not identified as a Restricted Person, circumvents or attempts to circumvent established procedures to access the system without authorization.

Through the use of network storage capabilities, PIMCO will save and store documents that are accessible to specific users assigned to the TALF Program. The network shall allow users to save and store documents in a folder structure that is identified as a specific directory on PIMCO's network. The directory will only be accessible to Restricted Persons.

PIMCO shall limit access to printers and fax machines in the segregated location to Restricted Persons only and Other FRB-NY Service Providing Employees. Printers and fax machines outside of the segregated location may not be used by the Restricted Persons while they are assigned to working in the segregated area.

Email communications must be encrypted or otherwise secured to the satisfaction of the Bank based upon agreed to procedures.

PIMCO shall ensure that all critical applications and its data synchronized three times daily via redundant computer equipment and disk arrays located at a production data center that is located at a separate facility. Specific details of this redundancy and additional protections are outlined in PIMCO's Disaster Recovery Plan and Procedures, which shall be available for review.

Incident Reporting

Employees of PIMCO shall be required to promptly report any breach or suspected breach of these procedures to the Compliance Department. The Compliance Department shall maintain a log of all incidents and will complete a review of any reported incidents. The results of the review shall be analyzed and reported to the Bank. Appropriate actions or mitigating remedies, such as counseling an employee, will be identified and implemented in an effort to avoid similar incidents. PIMCO shall report to the Bank the occurrence of any Risk Event.

Compliance Training

All Restricted Persons, other than PIMCO lawyers, shall complete compliance training specifically designed for use with the management of the TALF Program.

The compliance training program will inform each employee of their obligations as a Restricted Person under these procedures.

The Compliance Department shall be responsible for ensuring each Restricted Person is properly trained and that all required documentation, including the non-disclosure agreement, has been completed prior to placing any individual behind the ethical wall.

Privacy Policy

PIMCO's privacy policies are intended to supplement the controls in place for the protection of TALF Program Confidential Information. PIMCO considers customer privacy to be a fundamental aspect of its ability to effectively provide the Services and maintain trust with the client. The Compliance Department shall oversee PIMCO's program to safeguard non-public personal information as is or would be required by Regulation S-P. PIMCO has adopted procedures that are designed to restrict access to this information. As a matter of policy, PIMCO will not disclose any personal or account information provided by clients to non-affiliated third parties, except as required by law or as otherwise permitted under such contracts with clients.

Compliance Monitoring

PIMCO has or will hire staff of compliance profession(s) who are/is responsible for testing and monitoring PIMCO's compliance policies and procedures. It is understood and agreed that such persons shall not be dedicated on a full time basis to performing such testing and monitoring. PIMCO's compliance program shall be assessed on an annual basis as part of an ongoing testing and monitoring process.

PIMCO's compliance program and its assessment process shall include assessment of procedures reasonably designed to prevent violations of its obligation under the TALF Program. The requirements of the compliance program established by PIMCO will be applied to testing and monitoring of the procedures for providing the Services under the TALF Program.

PIMCO has or will hire a staff of compliance professionals that are to be dedicated on a full time basis to testing and monitoring PIMCO's compliance policies and procedures. The CCO shall be an employee or officer of PIMCO. The testing and monitoring team will be required to perform periodic tests, including testing at least once during the first six months, to ensure that all procedures established for the control of confidential information obtained as a result of the TALF Program are being followed.

The testing and monitoring policies shall be included as part of the compliance program monitoring the controls in place and will include, but is not limited to, the following:

- Periodic review of the list of Restricted Persons maintained by the CCO to verify all employees identified as such are properly documented;

- Perform a sample a review of emails and other written communication used by Restricted Persons and other parties;
- Periodic general reviews and forensic surveillance of trading activities, such as timing and the pricing, relating to TALF eligible securities owned in other PIMCO managed accounts;
- Review of “potential conflicts of interest” in connection with the Services as provided to the FRB-NY and (i) identify and report any additional conflicts that may arise in the course of providing the Services and (ii) monitor the execution of the mitigation plan set forth therein for its effectiveness;
- Review of employee’s adherence to the personal trading policies set forth in PIMCO’s Code of Ethics; and
- Periodic review of those employees granted access to the segregated physical location as well as any records of access if deemed necessary.

Testing of Business Continuity Plan

PIMCO maintains a business continuity plan and periodically tests the effectiveness of the business continuity plan. The TALF Collateral Monitor processes and procedures will be likewise documented and tested on a periodic basis consistent with PIMCO’s broader business continuity plan, and with appropriate controls surrounding confidentiality and conflicts of interest. PIMCO will report to the FRB-NY on the results of such testing and provide the FRB-NY such testing procedures upon request.

Testing of Internal Controls

PIMCO will establish processes and controls for the Services in collaboration with the FRB-NY, that shall be subject to change over time based on the requirements and preferences of the FRB-NY. The primary processes and controls will be documented and provided to the FRB-NY in writing. In addition, PIMCO shall develop appropriate testing procedures and periodically conduct an internal risk assessment and testing of the internal control processes in place in relation to the Services. PIMCO will provide the FRB-NY with such testing procedures upon request. Restricted Persons will be directed to immediately report any Risk Events related to existing processes and controls that they become aware of to the appropriate manager.

“Risk Event”: An event that occurs in PIMCO’s operations and related to the Services to be performed that in the reasonable opinion of PIMCO may result in (i) harm to the FRB-NY’s reputation or operations, or the operations of the FRB-NY’s external customers, (ii) financial loss by the FRB-NY, or (iii) legal exposure for the FRB-NY, including but not limited to (1) an unplanned and non-routine event with respect to the PIMCO that may result from the absence of effective procedures, non-compliance with established procedures, or less than adequate or non-existent internal controls, (2) an external event that affects PIMCO’s business processes, and (3) human errors or technological problems with respect to the operations of PIMCO that result from standard procedures or environmental, technological, or other types of change.

SCHEDULE E

List of Initial TALF Team Members

Name	Function
	Business Mgt/Staff Supervision
	Asset Analysis
	Technology/Analytics
	Asset Analysis
	Asset Analysis
	Operations
	Operations
	Asset Analysis
	Business Management
	Operations
	Operations/Staff Supervision
	Asset Analysis

*People in bold are Special Restricted Persons