

FINANCIAL AGENCY AGREEMENT
for
CAPITAL MARKETS DISPOSITION SERVICES
for
A PORTFOLIO OF ASSETS

This Financial Agency Agreement (the “FAA”) is entered into as of March 29, 2010 (the “Effective Date”), by and between the U.S. Department of the Treasury (the “Treasury”), and Morgan Stanley & Co. Incorporated (“Financial Agent”).

Recitals

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

Pursuant to the Act, the Treasury has established programs under which the Treasury has received equity securities and debt obligations from public and private financial institutions. The Treasury has determined that it is in the interests of the United States to designate a financial agent to provide capital markets disposition services for this portfolio of securities.

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

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

1. Designation and authorization

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

2. Term

A. The initial term of this FAA is for 18 months from the Effective Date and shall expire on September 29, 2011, unless terminated earlier by the Treasury pursuant to the provisions hereof.

B. The Treasury shall have the right and option to extend the term of this FAA beyond the initial expiration date for a further period of 90 days. The Treasury may exercise the extension option by giving written notice to the Financial Agent at least 30 calendar days prior to the end of the initial term. In the event the extension option is exercised by the Treasury, this FAA shall continue in full force and effect for the term of the extension.

C. The Financial Agent acknowledges that the services provided under this FAA are vital to the United States and must continue without interruption during any transition period if the Treasury decides to use a different entity to perform such services in the future, if the Treasury decides to perform such services itself, or if termination of this FAA requires an orderly shutdown of services. To provide for such a transition, the Treasury shall have the right to extend the term of this FAA beyond any termination of services or expiration date hereunder, including any resulting from an extension exercised pursuant to Section 2B, for a period not to exceed 90 days. The Treasury may exercise such option by giving written notice of such extension to the Financial Agent prior to the end of the then current term. The Treasury will use reasonable efforts to provide such written notice at least 30 calendar days prior to the end of the then current term. The Treasury, in its sole discretion, may reduce the number or extent of services to be provided by the Financial Agent during any such transition period. The Treasury agrees that it will work diligently to transfer or shutdown the services performed hereunder as soon as reasonably possible during the transition period.

D. The Financial Agent agrees to cooperate with the Treasury and/or any successor financial agents and to provide such services as are necessary to ensure an effective and orderly transfer or shutdown of services, functions, records, and data during the transition period.

E. If this FAA is terminated before the end of the initial or extended term, the Financial Agent will only be compensated for services performed through the effective date of termination.

3. Services to be provided by Financial Agent

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

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

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

D. The Treasury may periodically issue instructions through bulletins, letters, or other communications, consistent with this FAA, which will further describe or clarify the scope of the

duties and services of the Financial Agent under this FAA. To the extent that any such instructions are inconsistent with the terms of this FAA or would constitute a material change in the terms or scope of services under this FAA, the terms of this FAA shall govern.

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

F. Consistent with Section 3B, the Treasury may authorize the Financial Agent to engage non-citizens working outside the United States to perform certain functions, provided such functions represent routine commercial practices used to support Financial Agent customers receiving services similar to those under this FAA.

4. Compensation

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

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

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

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

5. Financial Agent's fiduciary duty

The Financial Agent acknowledges and agrees that it owes a fiduciary duty of loyalty and fair dealing to the United States when acting as a financial agent of the United States. The Financial Agent agrees to act at all times in the best interests of the United States when carrying out its responsibilities under this FAA and in all matters connected with this agency relationship. The Financial Agent acknowledges and agrees that its fiduciary duties under this FAA include, but are not limited to, the following:

- to perform its obligations with care, competence, and diligence;
- to construe the terms of this FAA and any related instructions from the Treasury in a reasonable manner to serve the purposes and interests of the United States;

- to use any nonpublic information or assets of the United States received or developed in connection with this FAA solely for the purposes of fulfilling its duties to the Treasury and not for its own commercial purposes or for those of a third party;

- to comply with 31 CFR Part 31, as may be amended from time to time, and with all conflict of interest, non-disclosure, and information barrier obligations and restrictions, and all conflict of interest mitigation measures, fully and in good faith, as set forth in this FAA; and

- to act only within the scope of its actual authority and to comply with all lawful instructions or directions received from the Treasury.

6. Nonpublic information

A. The Financial Agent shall take appropriate measures to ensure the confidentiality of nonpublic information and to prevent its inappropriate use, and shall document these measures in sufficient detail to demonstrate compliance. Nonpublic information shall include any information that the Treasury provides to the Financial Agent pursuant to this FAA, or that the Financial Agent obtains or develops pursuant to this FAA, until the Treasury determines the information is otherwise in writing, or until the information becomes part of the body of public information from a source other than the Financial Agent. Nonpublic information includes, but is not limited to, information about the Treasury's business, economic, and policy plans, financial and asset information, trade secrets, information subject to the Privacy Act, personally identifiable information ("PII"), and sensitive but unclassified ("SBU") information.

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

C. PII means any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. This definition includes information that the loss, misuse, or unauthorized access to or modification of could adversely affect the privacy that individuals are entitled to under the Privacy Act.

D. The Financial Agent shall use such nonpublic information solely for the purposes of fulfilling its duties under this FAA and not for its own commercial purposes or for those of a third party. The Financial Agent may disclose such nonpublic information only to those employees of the Treasury or the Financial Agent or its affiliates or contractors, who have a legitimate need to know the information to assist in the proper performance of services required by this FAA, consistent with 31 CFR Part 31 and with the conflict of interest mitigation and information

barrier measures identified in Exhibit F. The Financial Agent shall require any affiliate or contractor that provides services under this FAA to agree in writing to confidentiality obligations substantially the same as those in this FAA.

E. The measures required by this Section to protect nonpublic information shall include, but are not limited to, (i) security measures to prevent unauthorized access to facilities and storage containers where nonpublic information is stored, (ii) security measures to detect and prevent unauthorized access to computer equipment and data storage devices that store or transmit nonpublic information, in accordance with Section 9, (iii) periodic training to ensure that persons receiving nonpublic information know their obligations to maintain its confidentiality and to use it solely for purposes contemplated by this FAA, and (iv) programs designed to ensure compliance with Federal securities laws, including laws relating to insider trading.

F. The Treasury may periodically issue other policy statements or guidance to clarify the Financial Agent's obligations regarding nonpublic information. If the Financial Agent has any questions on the designation or proper handling of nonpublic information, it shall immediately seek clarification from the Treasury whose decision shall be binding upon the Financial Agent.

G. The Financial Agent's agreement with respect to nonpublic information is a continuing one that shall survive the termination or expiration of this FAA. However, the Financial Agent shall not be required to protect nonpublic information that becomes part of the body of public information from a source other than the Financial Agent.

H. The Financial Agent shall strictly enforce the terms of confidentiality agreements it has with its employees, affiliates, and contractors that provide services under this FAA. In addition, the Financial Agent shall ensure that each employee of the Financial Agent and all affiliate and contractor personnel to whom nonpublic information is or may be disclosed review and sign a Non-Disclosure Agreement containing substantially the provisions and obligations in Exhibit E.

I. Notwithstanding the requirements of this Section, the Financial Agent may disclose nonpublic information if required pursuant to a lawful court order or valid subpoena, or if required by a federal regulatory or supervisory authority, or if required by a body duly charged with oversight of the Act, including the Government Accountability Office, the Special Inspector General created under the Act, the Treasury Office of the Inspector General and the Congressional Oversight Panel for the Act, after giving prior notice to the Treasury to the extent legally permissible.

7. Breaches of nonpublic information

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

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

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

8. Privacy Act

The Treasury may determine that, in connection with the services provided under this FAA, the Financial Agent has obtained or developed a system of records as defined under the Privacy Act of 1974, 5 U.S.C. § 552a. For purposes of the Privacy Act, when a Government agency delegates the development, operation or maintenance of a system of records on individuals to accomplish an agency function, the person that operates the system is bound by the Privacy Act as if such person were an employee of the agency. Violations of the Privacy Act may involve the imposition of criminal penalties. If the Treasury makes such a determination, it shall so notify the Financial Agent. After receiving such notice, the Financial Agent shall promptly provide training to all of its employees and affiliate and contractor personnel with access to such system of records on the duties and responsibilities imposed on them by the Privacy Act and by applicable regulations and guidance, including the potential penalties for wrongful disclosure.

9. Information technology security

A. The Financial Agent shall develop, maintain, enforce, and at least annually review for effectiveness, information technology security measures designed to ensure the (i) availability, (ii) access controls, and (iii) integrity of any systems, databases, or data stores containing or processing nonpublic information.

B. The availability measures shall be designed to ensure such systems, databases, or data stores are available for operation and use to support the services required under this FAA. The access control measures shall be designed to ensure such systems, databases, or data stores are protected against unauthorized access and use. The integrity measures shall be designed to ensure that systems processes and storage and retrieval of nonpublic information in databases or data stores, are complete, accurate, and protected against unauthorized modification.

C. Within 90 days of the Effective Date of this FAA, and on June 1 of each year thereafter that this FAA is in effect, the Financial Agent shall submit to the Treasury for review and approval the specific information technology security measures described above.

10. Personnel security

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

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

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

11. Conflicts of interest mitigation and information barriers

A. Consistent with Exhibit F, the Financial Agent and its affiliates and contractors that provide services under this FAA shall adequately segregate personnel or employ suitably robust internal controls designed to ensure that the Financial Agent's personnel and those of its affiliates and contractors performing services under this FAA do not divulge information regarding the Treasury's portfolio to other personnel involved with the Financial Agent's or its affiliate's or contractor's activities, including but not limited to trading, brokerage, sales, or asset management activities, that may conflict with its duties owed to the Treasury. No nonpublic information related to the management of the Treasury's portfolio shall be revealed to such other personnel, except as required by law, or as required for internal senior management or legal purposes consistent with the Financial Agent's duties owed to the Treasury.

B. As part of its obligation to comply with the conflict of interest requirements of this FAA, the Financial Agent shall implement the conflict of interest mitigation and information barrier measures set forth in Exhibit F throughout the term of this FAA.

12. Employee codes of conduct and ethics

The Financial Agent must establish policies and procedures reasonably designed to assist all individuals performing services under this FAA to comply with applicable laws and regulations, and to comply with requirements for the disclosure and the avoidance, mitigation, or neutralization of any actual or potential personal conflicts of interest, consistent with the provisions of Exhibit F. The Financial Agent must have in place policies and procedures establishing a Code of Conduct and a Code of Ethics.

13. Representations and warranties

The Financial Agent represents and warrants to the Treasury the following, the truth and accuracy of which are a continuing obligation of the Financial Agent:

- A. The Financial Agent is an institution established and regulated under the laws of the United States or any State, territory, or possession of the United States and having significant operations in the United States.
- B. The Financial Agent has full corporate power and authority to enter into, execute, and deliver this FAA and to perform its obligations hereunder.
- C. The Financial Agent has obtained or made all governmental approvals or registrations required under law to authorize the performance of its obligations under this FAA. The Financial Agent is not aware of any legal or financial impediments to performing its obligations under this FAA that it has not disclosed in writing to the Treasury.
- D. The Financial Agent is not delinquent on any Federal tax obligation or any other debt owed to the United States or collected by the United States for the benefit of others.
- E. The Financial Agent is not on any Federal excluded parties, debarment, or suspension lists.
- F. The Financial Agent is not subject to any pending or current enforcement actions that could impair the Financial Agent's ability to provide any services under this FAA, or that could in any way pose a reputational risk to the Treasury or the Financial Agent in managing the portfolio of securities and obligations.
- G. The Financial Agent has or shall promptly obtain all required licenses, bonding, facilities, equipment, and trained personnel to perform its obligations under this FAA.
- H. The Financial Agent owns or is licensed to use software programs and data processing hardware that are necessary for it to perform its obligations under this FAA, and to the best of its knowledge such software programs and data processing hardware do not infringe upon or constitute an infringement on or misappropriation of any valid United States patent, copyright, trademark, trade secret, or other proprietary rights of any third party.
- I. The Financial Agent agrees to comply with regulations on conflicts of interest and other matter at 31 CFR Part 31, as may be amended from time to time, as well as more stringent provisions that may be imposed by this FAA. In addition, the Financial Agent covenants to disclose all actual or potential organizational conflicts of interest, including conflicts with the interests of any corporate parents, affiliates, and subsidiaries, and of any contractors providing services under this FAA, and to avoid, mitigate, or neutralize to the extent feasible and to the Treasury's satisfaction any personal or organizational conflicts of interest that may be identified by the Treasury or the Financial Agent, consistent with the conflict mitigation measures set forth in Exhibit F.

- J. If doing other business with the Treasury or another Federal agency, the Financial Agent is not in any kind of probationary status, and is addressing and resolving any identified deficiencies in performance.
- K. The Financial Agent covenants to disclose to the Special Inspector General created under the Act, or the Treasury Office of the Inspector General, any credible evidence in connection with the designation, services, or closeout of this FAA, that a management official, employee, affiliate, or contractor of the Financial Agent has committed (a) a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or (b) a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).
- L. The Financial Agent covenants to disclose any other facts or information that the Treasury should reasonably expect to know about the Financial Agent and its affiliates and contractors to help protect the reputational interests of the Treasury and the Financial Agent in managing the portfolio of securities and obligations.

The Financial Agent shall sign an annual certification, and deliver it to the Treasury on June 1 of each year this FAA is in effect, in the form set forth in Exhibit D. Further, the Financial Agent shall notify the Treasury if any representation or warranty made by the Financial Agent herein is or becomes materially false, incorrect, or incomplete, as set forth in Section 20.

14. Use of affiliates and contractors

- A. The Treasury may from time to time authorize the Financial Agent to use its affiliates to perform services under this FAA provided that the Financial Agent shall be fully accountable for any acts or omissions of an affiliate, as if such acts or omissions were its own. The Financial Agent shall use only its own employees and employees of affiliates to perform services under this FAA, unless the Financial Agent obtains the prior written consent of the Treasury to use contractors to perform such services. The Treasury may approve or reject any contractor in its sole discretion. The Treasury shall have the right to impose requirements for any such contractor including, without limitation, requirements relating to the location of the contractor's offices, the citizenship of the contractor's employees, and the contractor's physical and data security systems.
- B. The Financial Agent must execute any agreement with a contractor in its own name and not on behalf of the United States or the Treasury, and any such contractor does not become a subcontractor, agent, or subagent of the Treasury. The Treasury shall not be deemed a party to any arrangement or agreement the Financial Agent may enter into with another entity to perform any services under this FAA. The Treasury will not be liable for any payment to any entity other than the Financial Agent.
- C. The Financial Agent is responsible for the supervision and management of any affiliate or contractor that assists in the performance of services under this FAA. The Financial Agent shall remove and replace any affiliate or contractor that fails to perform. The Financial Agent shall ensure that all of its affiliates and contractors comply with the terms and provisions of this FAA.

The Financial Agent shall be responsible for the acts or omissions of its affiliates and contractors as if the acts or omissions were by the Financial Agent.

15. Small businesses, including minority- or women-owned businesses

The Financial Agent agrees to involve multiple small businesses, including minority- or women-owned businesses, as directed by the Treasury and consistent with the provisions of this FAA, in fulfilling its obligations under this FAA.

16. Internal control program

A. The Financial Agent shall develop, enforce, and at least annually review for effectiveness, an internal control program designed to ensure effective delivery of the services under this FAA as set forth in Exhibits A and C. The internal control program must include documentation of the control objectives for major activities, the associated control techniques, and mechanisms for testing and validating the controls.

B. Within 120 days of the Effective Date, in conjunction with the internal control program, the Financial Agent shall provide to the Treasury a report conducted by the Financial Agent's Internal Audit function covering services provided as described in Exhibits A and C.

17. Reviews and audits

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

18. Intellectual property rights

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

“Business Methods” means any ideas, concepts, designs, practices, and business methods created by the Financial Agent or its affiliates or contractors, jointly or independently, expressly for the purpose of providing the services under this FAA; provided, however, that Business Methods shall exclude any proprietary trading algorithms or related monitoring and reporting tools employed by the Financial Agent in performing its obligations under this FAA.

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

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

B. The Treasury shall have Unlimited Rights to Business Methods and may use them for any purpose within the Treasury’s authority.

C. Except as otherwise provided herein or prohibited by law, the Treasury shall have Unlimited Rights to all data produced or developed, or obtained without restriction, by the Financial Agent or an affiliate or contractor of the Financial Agent for the purpose of providing services under this FAA. If requested, such data shall be made available to the Treasury in industry standard useable format.

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

19. Liability of Financial Agent

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

B. Except as otherwise provided in this Section, the Financial Agent will not be liable to the Treasury for any loss or liability incurred as a result of any action or failure to act by the custodian selected by the Treasury (“Custodian”), provided that this provision shall not constitute a waiver of any rights the Treasury may have under Federal securities or other laws.

C. The Financial Agent is liable and shall reimburse the Treasury for any monetary loss or costs which result from any default under or breach of this FAA, fraud, theft, embezzlement, willful misconduct, bad faith, or negligence of, or breach of a fiduciary duty by, the Financial Agent or an affiliate or a contractor of the Financial Agent.

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

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

20. Notice to the Treasury

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

21. Defaults

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

- A. The Financial Agent fails to perform or comply with any covenant or any of its material obligations under this FAA.
- B. The Financial Agent, its affiliates or contractors, or any employee of the Financial Agent or any affiliate or contractor personnel commits a negligent or reckless act in connection with services or activities under this FAA.
- C. The Financial Agent breaches a fiduciary duty to the United States with respect to its responsibilities under this FAA.
- D. Any representation or warranty made herein by the Financial Agent is or becomes materially false, incorrect, or incomplete.
- E. The Financial Agent is or becomes delinquent on any Federal tax obligation or any other debt owed to the United States Government or collected by the United States for the benefit of others.
- F. The Financial Agent becomes insolvent or a receiver, liquidator, trustee, conservator, or other custodian is appointed for the Financial Agent.
- G. The Financial Agent is in default under any other agreement between the Financial Agent and the Treasury or any bureau of the Treasury.
- H. The Financial Agent fails to provide the required notice to the Treasury under Section 20.

22. Remedies for default

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

- A. The Treasury may terminate this FAA and cease its performance hereunder effective immediately or following a transition period as described in Section 2C. If this FAA is terminated, the designation and authorization of the Financial Agent for purposes of providing the services under this FAA are revoked.
- B. The Treasury may reduce the scope of services under this FAA and cease a portion of its performance hereunder. If the scope of this FAA is reduced, the authorization of the Financial Agent for purposes of providing the discontinued services under this FAA is revoked.
- C. The Treasury may revoke the Financial Agent's designation as a financial agent for the United States, encompassing this FAA and any other financial agency agreement with the Treasury, which shall be deemed terminated as of the effective date of such revocation.
- D. The Treasury may declare any other agreement between the Financial Agent and the Treasury to be in default.
- E. The Treasury may put a Financial Agent on probation for failing to perform satisfactorily a service (or services) delineated in this FAA. Probation means that the Treasury will withhold some or all of the Financial Agent's compensation until in the Treasury's determination the Financial Agent has cured the non-performance issues. The Treasury reserves the right to consider other measures in addition to withholding the compensation if the Financial Agent is put on probation, including but not limited to, preclusion from additional work under the existing FAA and ineligibility to be designated for other work under a new agreement. The payment of compensation may also be adjusted consistent with Section 19 (Liability of Financial Agent.)
- F. The Treasury may consider information or history regarding any default hereunder when making any decisions regarding future use of the Financial Agent for performance of financial agent services.
- G. The Treasury may take any other action available at law or in equity.

23. Actions in the interest of the United States

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

24. Disputes

The Treasury and the Financial Agent agree that it is in their mutual interest to resolve disputes by agreement. If a dispute arises under this FAA, the parties will make all reasonable efforts to resolve the dispute by mutual agreement. If a dispute cannot be resolved informally by mutual agreement at the lowest possible level, the dispute shall be referred up the respective chain of

command of each party in an attempt to resolve the matter. This will be done in an expeditious manner. The Financial Agent shall continue diligent performance of the services required by this FAA pending resolution of any dispute. The Treasury and the Financial Agent reserve the right to pursue other legal or equitable rights they may have concerning any dispute. However, the parties agree to take all reasonable steps to resolve disputes internally before commencing legal proceedings.

25. Data and records retention

In addition to its fiduciary duties and any other obligations to retain financial and accounting records that may be imposed by Federal or state law, the Financial Agent shall retain all data, books, reports, documents, audit logs and records, including electronic records, related to the performance of services required by this FAA. In addition, the Financial Agent shall maintain a copy of all computer systems and application software necessary to review and analyze these electronic records. Unless otherwise directed by the Treasury, the Financial Agent shall retain these records for at least 7 years from the date the data or record was created. The Treasury may also notify the Financial Agent from time to time of any additional records retention requirements resulting from litigation in which the Treasury may have an interest, and the Financial Agent agrees to comply with these litigation requirements.

26. Transfer or assignment

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

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

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

27. Notices

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

To the Treasury:

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

To the Financial Agent:

Paul L. Fitzgerald
Managing Director
Morgan Stanley
1221 Avenue of the Americas, 34th Floor
New York, NY 10020

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

28. Publicity and Disclosure

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

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

C. The Financial Agent acknowledges that this FAA is confidential and, consistent with applicable law, shall not disclose any portion of this FAA to third parties unless the Treasury has released such portion into the public body of information.

29. Modifications

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

30. Miscellaneous

A. This FAA shall be governed by, and interpreted in accordance with, Federal law not the law of any state or locality. To the extent that a court looks to the laws of any state to determine or

define the Federal law, it is the intention of the parties to this FAA that such court shall look only to the laws of the State of New York without regard to the rules of conflicts of laws.

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

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

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

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

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

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

31. Incorporation by reference

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

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

Department of the Treasury

Richard L. Gregg
Acting Fiscal Assistant Secretary

Date

Financial Agent

Matt Berke
Managing Director

Date

EXHIBITS

- Exhibit A Services and Other Terms
- Exhibit B Compensation
- Exhibit C Disposition Guidelines and Performance Measures
- Exhibit D Annual Certification Format
- Exhibit E Non-Disclosure Agreement
- Exhibit F Conflicts of Interests Mitigation

EXHIBIT A

SERVICES AND OTHER TERMS

1. Authorization and appointment

The Treasury authorizes the Financial Agent to dispose, as instructed by the Treasury, of shares of the common stock (the “Securities”) of Citigroup, Inc. (the “Securities Issuer”) acquired pursuant to the Act and owned by the Treasury. The Financial Agent shall be responsible for providing all services described in this Exhibit A (“Disposition Services”). The Securities shall be segregated into an account established by the Treasury (“Account”) and maintained by a custodian selected by the Treasury (“Custodian”).

2. Authority

Subject to the Disposition Guidelines contained in Exhibit C, the Financial Agent shall have the authority to act on behalf of the Treasury with respect to the disposition of the Securities, including the power to provide direction to the Custodian with respect to the Securities.

3. Custodian

A. The Financial Agent shall not be responsible for any custodial arrangements involving any assets of the Account or for the payment of any custodial charges and fees, nor shall the Financial Agent have possession or custody of any such assets. All payments, distributions, and other transactions in cash, securities, or other assets in respect of the Account shall be made directly to or from the Custodian, and the Financial Agent shall have no responsibility for transmittal or safekeeping of such cash, securities, or other assets of the Account.

B. The Treasury or the Custodian will promptly inform the Financial Agent of assets segregated into the Account over time. The Treasury or the Custodian will also establish reporting and accounting arrangements so that the Financial Agent will be fully informed at all times as to the detailed attributes of assets segregated into the Account. The Treasury will direct the Custodian to furnish to the Financial Agent from time to time such reports concerning assets, receipts, and disbursements as the Financial Agent shall reasonably request.

4. Disposition limitations and guidelines

The Treasury may, from time to time, communicate in writing to the Financial Agent amendments or revisions to the Disposition Guidelines, which shall become effective immediately upon receipt. Until such amendments, revisions, or subsequent guidelines are communicated from the Treasury to the Financial Agent, the Account shall be managed in accordance with the existing Disposition Guidelines.

5. Advice and Coordination

A. The Financial Agent shall provide the Treasury with on-going advice and ideas regarding the

disposition of the Securities, including strategies for achieving the disposition objectives of the Treasury.

B. As directed by the Treasury, the Financial Agent shall coordinate as necessary with other financial agents of the Treasury, including asset managers, to ensure that trade execution strategies are carried out in accordance with the Treasury's directives.

6. Communication

A. The Treasury will provide the Financial Agent with a certificate of names and specimen signatures of all the individuals ("Authorized Persons") who are authorized to act on behalf of the Treasury with respect to the Account, and will provide prompt updates to the certificate as Authorized Persons change.

B. The Financial Agent may rely upon any notice, instruction, or other communication that the Financial Agent reasonably believes (based on the most recent certificate of the Treasury received by the Financial Agent) to have been given by an Authorized Person.

C. To the extent reasonable and practical, communications from the Treasury to the Financial Agent, or vice versa, shall be made in writing or in another reasonable manner and promptly confirmed in writing.

7. Operational Requirements

Consistent with the other provisions of this FAA and its Exhibits, the Financial Agent shall provide the following services in support of the management and disposition of assets for the Account. The Financial Agent shall:

- Act as broker or market-maker for all Disposition Services executed pursuant to Rule 144 of the Securities Act of 1933.
- Act as sole bookrunning manager for Disposition Services executed in underwritten offerings pursuant to a prospectus or prospectus supplement, subject to the Treasury's satisfaction with the performance of the Disposition Services at such time.
- Execute and confirm transfers, trades, and other transactions as instructed by the Treasury and in accordance with the Disposition Guidelines.
- As directed by the Treasury, establish vehicles to hold, sell, or otherwise monetize the Securities, in accordance with the Disposition Guidelines.
- Maintain records of any trades or transfers executed.
- Interface with the systems of the independent Custodian, selected by the Treasury, that will have possession and safekeeping of all assets.

- Reconcile books and records with the Custodian's and with the Treasury's accounting systems, as necessary.
- Act as the Treasury's advisor regarding the optimal timing and strategy for the disposition of the Securities.
- Maintain a compliance program designed to detect and prevent violations of Federal securities laws, and to identify, document, and enforce controls to mitigate conflicts of interest.
- Provide for all necessary operational and analytical hardware and software to support the services to be provided by the Financial Agent under this FAA.
- Identify, document, and enforce internal controls on an on-going basis.
- Permit the Treasury's internal and external auditors, or other governmental oversight entities, to audit books and records related to the services provided under this FAA.

8. Commissions Charged to the Buyers of Securities

In all cases where the Financial Agent is acting as a broker for a buyer to a sale of Securities through the Financial Agent's electronic trading system, the Financial Agent shall charge such buyer no more than a usual and customary brokerage commission. The Financial Agent shall not charge any commissions to buyers in an underwritten offering.

9. Rule 144 Sales

The Financial Agent agrees that it will effect all sales of the Securities made under Rule 144 of the Securities Act of 1933 in a manner that complies with Rule 144(f), and that it will not accept any compensation received in respect of such sales in excess of the usual and customary broker's commission.

EXHIBIT B
COMPENSATION

1. Compensation

For each share of common stock sold by the Financial Agent on behalf of the Treasury using the Financial Agent's electronic trading systems, the Financial Agent shall receive a commission of \$0.003 per share. For each share of common stock sold by the Financial Agent on behalf of the Treasury using other means, the Financial Agent shall receive a commission of \$0.0175 per share.

Any such commissions shall be paid monthly in arrears after receipt by the Treasury of an invoice submitted by the Financial Agent.

In addition, the Financial Agent shall receive a one-time program administration fee of \$500,000, to be payable 30 days following the Effective Date. The Financial Agent must submit an invoice prior to receiving such compensation.

2. Methods of compensation

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

3. Probationary Status

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

EXHIBIT C
DISPOSITION GUIDELINES
&
PERFORMANCE MEASURES

To Be Issued by the Treasury

EXHIBIT D

ANNUAL CERTIFICATION FORMAT

This certificate is delivered as provided in Section 13 of the Financial Agency Agreement (FAA) effective [DATE], between the U.S. Department of the Treasury (the Treasury) and [Financial Institution name].

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

1. [Financial Institution name] is an institution established and regulated under the laws of the United States or any State, territory, or possession of the United States and having significant operations in the United States;
2. [Financial Institution name] is taking all reasonable steps to ensure that nonpublic information obtained from or on behalf of the Treasury is properly safeguarded, in accordance with the FAA and 31 CFR Part 31 as may be amended from time to time;
3. all charges and expenses charged to the Treasury are accurate and attributable to services provided to the Treasury;
4. [Financial Institution name] is not on any Federal excluded parties, debarment, or suspension lists;
5. [Financial Institution name] is not delinquent on any Federal tax obligation or on any other debt owed to the United States and that [Financial Institution name] agrees to execute IRS Form 8821, and any other necessary Federal forms, to allow the Treasury to verify such information;
6. [Financial Institution name] has all governmental approvals or registrations required under law to authorize the performance of its obligations under the FAA, and is not aware of any legal or financial impediments to performing its obligations to the Treasury;
7. [Financial Institution name] is not subject to any pending or current enforcement actions that could impair its ability to provide any services under the FAA, or that could in any way pose a reputational risk to the Treasury or [Financial Institution name] in managing the portfolio of securities and obligations;
8. all employees of [Financial Institution name] and affiliate and contractor personnel who have access to nonpublic information are U.S. citizens or lawful permanent residents performing their work in the continental United States, unless specifically authorized by the Treasury in writing;
9. [Financial Institution name] covenants to disclose all actual or potential organizational conflicts of interest, including conflicts with the interests of any corporate parents, affiliates, and subsidiaries, and any contractors performing services under the FAA, and to avoid, mitigate, or neutralize to the extent feasible and to the Treasury's satisfaction any personal or organizational conflicts of interest that may be identified by the Treasury or [Financial Institution name], in accordance with the FAA and 31 CFR Part 31, as may be amended from time to time;
10. in accordance with the FAA and 31 CFR Part 31, as may be amended from time to time, [Financial Institution name] covenants to disclose to the Treasury Inspector General or the Special Inspector General created under the Act any credible evidence, in connection with

the designation, services, or closeout of this FAA, that a management official, employee, affiliate, or contractor of [Financial Institution name] has committed (a) a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or (b) a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733);

11. [Financial Institution name] covenants to disclose any other facts that the Treasury should reasonably expect to know about [Financial Institution name] and its affiliates and contractors to help protect the reputational interests of the Treasury and [Financial Institution name] in managing the portfolio of securities and obligations; and
12. any other provisions or statements contained in the FAA, and any amendments thereto, remain true and correct.

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

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

Date

EXHIBIT E

NON-DISCLOSURE AGREEMENT

Conditional Access to Nonpublic Information

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to nonpublic information, _____ (Organization) and the U.S. Department of the Treasury (Treasury) have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of this Agreement.
2. Nonpublic information refers to any information provided to me by the Treasury or _____ (Organization) in connection with my authorized services to the Treasury, or that I obtain or develop in providing authorized services to the Treasury, other than information designated as publicly available by the Treasury in writing or that becomes publicly available from a source other than the Financial Agent. Nonpublic information includes but is not limited to information about the Treasury's business, economic, and policy plans, financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII), and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual's education, bank accounts, financial transactions, medical history, and criminal or employment history and other information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. This definition includes information that the loss, misuse, or unauthorized access to or modification of could adversely affect the privacy that individuals are entitled to under the Privacy Act.
4. SBU information is any information where the loss, misuse, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs. This definition includes trade secret or other information protected under the Trade Secrets Act, and may include other information designated by the Treasury or as defined by other Federal Government sources.
5. I am being granted conditional access to nonpublic information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.

6. Except as set forth in paragraph 14 below, I shall never divulge any nonpublic information provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by _____ (Organization) and/or the Treasury that an individual is authorized to receive it.
7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of nonpublic information could compromise the security of individuals, _____ (Organization) and the Treasury.
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to nonpublic information. Further, violation of the terms and conditions of this Agreement may result in _____ (Organization) and/or the United States taking administrative, civil or any other appropriate relief.
10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
11. Unless I am provided a written release by the Treasury from this Agreement, or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, and at which time and after my affiliation and/or employment with _____ (Organization) ends.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. I understand that the Treasury may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information, and that pursuant to 31 CFR Part 31, I shall provide prior notice to Treasury of any such disclosure or release.

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

Signature

Date

EXHIBIT F

CONFLICTS OF INTEREST MITIGATION

The following explains and memorializes certain of the minimum conflicts of interest mitigation controls the Financial Agent and its affiliates authorized in accordance with Section 14 of this FAA shall implement and monitor throughout the term of this FAA. The conflicts of interest mitigation controls are based on the Financial Agent's role under this FAA. As more fully described in Exhibit A, the Financial Agent shall act as a capital markets execution agent with regard to the portfolio of securities and obligations received by the Treasury under the Troubled Asset Relief Program ("TARP") pursuant to the Act. In such a role, the Financial Agent is responsible for providing the Disposition Services set forth in Exhibit A of this FAA, which may include strategic advice, analysis and trade execution related to the disposition of the Securities (as such term is defined in Exhibit A of this FAA). This Exhibit F shall remain in effect until such time as the Treasury no longer maintains any ownership of any of the Securities (as identified in Exhibit A). To the extent Exhibit A is amended to add additional securities, Exhibit F shall be reviewed to ensure that it appropriately identifies and mitigates conflicts of interest.

Conflicts of Interest

The following have been identified as actual or potential conflicts of interest associated with the Financial Agent providing Disposition Services under this FAA:

1. The Financial Agent may provide investment banking or other business services to the Securities Issuer (as such term is defined in Exhibit A of this FAA). Because the Financial Agent may be responsible for advising the Treasury with regard to or arranging the disposition of the Securities for the Treasury, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its other clients.
2. The Financial Agent may provide strategic advisory services to other clients regarding entering into a financial services arrangement with or the acquisition of the Securities Issuer in whole or in part. Because the Financial Agent may have knowledge of the Treasury's planning, long-term strategy, or trading objectives regarding the Securities, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its other clients.
3. The Financial Agent may own in proprietary accounts or make a market in securities issued by the Securities Issuer. Because the Financial Agent may have knowledge of material non-public information regarding the Treasury's planning and strategy for the disposition of the Securities, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its corporate shareholders.
4. Proprietary trading units operated by the Financial Agent and its parent, subsidiaries or affiliates may have an interest in acquiring Securities on its or their own behalf through a disposition process executed by the Financial Agent on behalf of the Treasury. Because the Financial Agent may have discretion with respect to the price, volume, timing and

allocation of such disposition, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its corporate shareholders.

5. The Financial Agent and its parent, subsidiaries or affiliates may transact in, on behalf of its or their clients, securities issued by the Securities Issuer. Because the Financial Agent may have knowledge of material non-public information regarding the Treasury's planning and strategy for the disposition of the Securities, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its other clients.
6. Clients serviced by the Financial Agent and its parent, subsidiaries or affiliates may have an interest in acquiring Securities through a disposition process executed by the Financial Agent on behalf of the Treasury. Because the Financial Agent may have discretion with respect to the price, volume, timing and allocation of such disposition, there exists a potential conflict of interest between the Financial Agent's duty to the Treasury and its duty to its other clients.
7. The Financial Agent and the Securities Issuer or an affiliate or subsidiary of the Securities Issuer may be partners in a joint venture (JV). Because the Financial Agent may be responsible for advising the Treasury with regard to or arranging the disposition of the Securities for the Treasury, there exists a potential conflict between the Financial Agent's duty to Treasury and its desire to represent the interests of its shareholders and its business partner in the JV.
8. Individuals employed by or associated with the Financial Agent may own, on behalf of their personal accounts, securities issued by the Securities Issuer. Because these individuals may have knowledge of material non-public information regarding the Treasury's planning, long-term strategy, and trading objectives with respect to the Securities, there exists a potential conflict of interest between their duty to represent the interests of the Treasury and their desire to represent their own interests that could impair these individuals' objectivity.

Mitigation Plans

To address the conflicts of interest identified above, the Financial Agent agrees to implement the following conflict of interest mitigation plans and associated controls. As a fiduciary of the Treasury, the Financial Agent owes a fiduciary duty to the United States as set forth in Section 5 of this FAA.

Conflict of Interest #1: Securities Issuer is a Client of the Financial Agent

The Financial Agent may provide revenue-generating business services, including investment banking, asset management, or other business services (collectively, "Other Services") to the Securities Issuer. To address actual or potential conflict of interests that may arise from the Financial Agent's responsibility for providing the Treasury with Disposition Services with respect to the Securities, the Financial Agent agrees to implement a structure that ensures that

the Financial Agent does not unduly favor the interests of its other client over those of the Treasury.

The Financial Agent agrees to notify the Treasury if the Financial Agent currently or prospectively provides Other Services to the Securities Issuer. As part of such notification, the Financial Agent shall disclose to the Treasury whether the percentage of the Financial Agent's total revenue from performing Other Services for the Securities Issuer over the previous 12-month period constituted over or under 5% of the Financial Agent's total revenue during the period (exclusive of any revenue associated with any JV in existence as of the Effective Date with such Securities Issuer). The Financial Agent shall mitigate any potential conflicts of interest by ensuring that, so long as the Financial Agent performs services under this FAA, no key individuals performing Disposition Services under this FAA participates in the performance of Other Services for the Securities Issuer. For purposes of this FAA, "key individual" shall have the same meaning as it has in 31 C.F.R. § 31.201.

In addition, the Financial Agent agrees to notify the Treasury prior to becoming engaged to perform any new Other Services for the Securities Issuer, other than regular and customary investment banking, asset management, underwriting and trading services (which shall not include, for the avoidance of doubt, strategic advisory assignments or acting as a bookrunning manager of an underwriting of common equity or common equity-linked offerings for the Securities Issuer) until the Financial Agent is no longer performing services under this FAA. In its sole discretion, the Treasury may require the Financial Agent to refrain from engaging in such new Other Services for the Securities Issuer. Alternatively, the Treasury may require the Financial Agent to establish a new conflicts of interest mitigation plan, subject to approval by the Treasury, prior to commencement of any such new Other Services.

Conflict of Interest #2: Advisory Services on Behalf of Clients with Regard to the Securities Issuer

To address the concern that the Financial Agent may provide strategic advisory services to other clients regarding entering into a financial services arrangement with or the acquisition of the Securities Issuer in whole or in part, the Financial Agent agrees to notify the Treasury prior to becoming engaged to perform such advisory services on behalf of other clients. The notification shall describe the steps the Financial Agent has taken or proposes to take to mitigate the potential conflict, including by ensuring that no key individual performing Disposition Services performs such advisory services. With respect to any transaction or series of transactions involving financial instruments or operating assets (or a combination thereof) with an aggregate value of less than 5% of the total assets of the Securities Issuer (as reported in the most recent 10-K or 10-Q released by the Securities Issuer), the Financial Agent shall be permitted to provide such strategic advisory services following such notification and imposition of restrictions on the activities of key individuals. With respect to all other strategic advisory services related to the Securities Issuer, the Financial Agent shall provide to the Treasury a description of the proposed strategic advisory services and a conflict of interest mitigation plan describing any additional steps the Financial Agent has taken or proposes to take to mitigate the potential conflict. The Financial Agent shall not commence any such other strategic advisory services until the Treasury has approved such conflict of interest mitigation plan.

Conflict of Interest #3: Proprietary Accounts that Hold Securities issued by a Securities Issuer

To address concerns that the Financial Agent may unduly favor its proprietary interests at the expense of the Treasury, the Financial Agent agrees to restrict proprietary trading in the Securities. While performing Disposition Services, the Financial Agent shall not trade in the Securities or any Linked Securities for its own account other than (w) as part of its physically, procedurally and systemically separate statistical trading business, provided that as part of such business the Financial Agent shall not have a gross market exposure to the Securities of greater than 5% of its total portfolio, (x) in connection with a Basket Transaction, (y) in connection with the bona fide hedging of pre-existing proprietary investments in Securities or Linked Securities or (z) in connection with permitted customer facilitation trading or hedging as described in Conflict of Interest #5 below. For purposes of this exhibit, “Linked Securities” are defined as any securities that may be converted, exchanged or exercised into Securities or which, under the terms of the Linked Securities, whose value may be in whole or in significant part be determined by the value of Securities. For purposes of this exhibit, a “Basket Transaction” is defined to be (i) bids or purchases, in the ordinary course of business, in connection with a basket of 20 or more securities in which Securities do not comprise more than 5% of the value of the basket purchased or (ii) adjustments to such a basket in the ordinary course of business as a result of a change in the composition of a standardized index.

Conflict of Interest #4: Proprietary Interest in Acquiring Securities from the TARP Portfolio

To address the concern that the Financial Agent may unduly favor its shareholders at the expense of the Treasury, the Financial Agent agrees to restrict its ability and the ability of its affiliates to purchase Securities pursuant to a disposition process executed or advised on by the Financial Agent. Neither the Financial Agent nor any of its affiliates as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934 (“Financial Agent Exchange Act Affiliates”) shall purchase from the Treasury any of the Securities for its or their own account, except as specifically requested or otherwise authorized by the Treasury, for example by as part of a negotiated block or underwritten transaction.

Conflict of Interest #5: Client-Driven Transactions Involving Securities

To address the concern that the Financial Agent may unduly favor its clients at the expense of the Treasury, the Financial Agent agrees to not use any knowledge of non-public information obtained or developed pursuant to this FAA for the advantage of other clients. While providing services under this FAA, some individuals within the Financial Agent or a Financial Agent Exchange Act Affiliate may gain access to material non-public information related to the TARP, such as specific trades or trading strategies (effected or proposed to be effected) of the Treasury. Information is “material” if there is a substantial likelihood that a reasonable person would consider the information important in making an investment decision. The Financial Agent agrees to implement information barriers sufficient to prevent the misuse or unauthorized dissemination of material non-public information. So long as the foregoing information barriers are in place and no key individual participates in such trading, all principal or agency customer facilitation trading or hedging thereof is permitted.

Conflict of Interest #6: Customer Interest in Acquiring Securities from the TARP Portfolio

To address the concern that the Financial Agent may unduly favor its other clients at the expense of the Treasury, the Financial Agent and its affiliates agree to restrict the purchase of Securities pursuant to a disposition process executed by the Financial Agent. Neither the Financial Agent nor any Financial Agent Exchange Act Affiliate shall purchase from the Treasury any of the Securities for the account of its customers (unless expressly directed by a customer of the Financial Agent or a customer of a Financial Agent Exchange Act Affiliate for such customer's account) or for any fund or account with respect to which it may exercise investment discretion, unless specifically requested or otherwise authorized by the Treasury. For the avoidance of doubt, the purchase of Securities by the Financial Agent or Financial Agent Exchange Act Affiliates from the Treasury through the use of anonymous electronic trading platforms shall not be prohibited by this mitigation plan.

Conflict of Interest #7: Joint Business Ventures with the Securities Issuer

To address actual or potential conflicts of interest that may arise if the Financial Agent is a business partner with the Securities Issuer in a JV, the Financial Agent agrees to implement a structure that ensures that the Financial Agent does not unduly favor the interests of its shareholders or business partner over those of the Treasury. Specifically, the Financial Agent agrees, in addition to maintaining information barriers between the Financial Agent and JV with respect to non-public information, that no key individuals performing Disposition Services under this FAA shall provide advice or direct trading decisions with respect to the Securities or the Securities Issuer for clients of the JV. In addition, the order flow for the JV shall be separate and independent from the order flow associated with the Disposition Services under this FAA. For the avoidance of doubt, the purchase of Securities by the clients of the JV from the Treasury through the use of anonymous electronic trading platforms shall not be prohibited by this mitigation plan.

Conflict of Interest #8: Personal Conflicts of Interest

To address the concern regarding the objectivity of individuals performing services for the Treasury who may own, on behalf of personal accounts, securities issued by the Securities Issuer, the Financial Agent agrees that all individuals responsible for providing Disposition Services on behalf of the Treasury shall be subject to a Code of Ethics and associated Personal Securities Trading Policy. All key individuals shall disclose on a quarterly basis information relating to the Securities, the Securities Issuer, and the financial services sector equivalent to that required by the U.S. Office of Government Ethics Form 450 ("Form 450") to the Financial Agent's Compliance Department for review. In addition, unless an investment is exempt from prior notification, investments by such individuals must be pre-cleared by the Financial Agent's Compliance Department and be subject to appropriate trading restrictions as described below.

Personal Trading Restrictions. Trading or investment activities in Securities by key individuals or their Related Persons are prohibited. For purposes of this exhibit, Related Persons are spouses or domestic partners of the Financial Agent's employees, their minor children, anyone else living in employee's household, partnerships in which the employee is a general partner or corporations in which the employee is a controlling shareholder, trusts of which the employee is a trustee, and

estates of which the employee is an executor. The Financial Agent's Compliance Department shall ensure that all reasonable steps to prohibit such investment activities are taken, including by enforcement of the Financial Agent's Code of Ethics and a Personal Securities Trading Policy, which shall include requirements for pre-clearance of certain personal securities transactions, annual reporting of security holdings, quarterly reporting of personal securities transaction activity, and receipt of duplicate trade confirmations from brokers or custodians.

Conflicts of Interest Mitigation Controls

The Financial Agent is aware of and shall comply with the applicable requirements of 31 CFR § 31, including but not limited to the implementation of the following general conflicts of interest mitigation controls.

Restrictions Regarding Material Non-Public Information. While providing Disposition Services to the Treasury, some individuals within the Financial Agent may have access to material non-public information related to the TARP program, such as specific trades or trading strategies (effected or proposed to be effected) of the Treasury. Information is "material" if there is a substantial likelihood that a reasonable person would consider the information important in making an investment decision (*e.g.*, if the disclosure of the information would positively or negatively affect the market price of a security or obligation). Individuals in possession of non-public information obtained or developed pursuant to this FAA shall not act, or cause others to act, on such information, except in performance of this FAA.

Identification and Control of Restricted Persons. When an individual is in possession of material non-public information obtained or developed pursuant to this FAA, the individual shall be considered a "restricted person" hereunder. The Financial Agent's Compliance Department shall maintain a list of all such individuals, including the individual's name, title and the dates they became restricted persons, as well as the date of removal from the list. While in possession of material non-public information, restricted persons shall be considered behind the "ethical wall," and are subject to the transaction restrictions specified below.

Use of Securities Watch List. When an individual associated with the Financial Agent is in possession of material non-public information obtained or developed pursuant to this FAA regarding a publicly-traded financial institution, the securities of the financial institution shall be placed on the Financial Agent's "Securities Watch List" and be subject to enhanced compliance review as specified in the Financial Agent's insider trading policy. The individuals in possession of the material non-public information shall be prohibited from transacting in such securities, on behalf of either organizational or personal accounts, except in performance of this FAA. The Financial Agent's Compliance Department shall employ testing to determine compliance with the Financial Agent's insider trading policy at least quarterly. Without limitation, the Compliance Department shall identify non-compliant transactions and take appropriate corrective action.

Information Barrier Policies. TARP-related non-public information shall be shared only on a need-to-know basis. The Financial Agent shall maintain information barrier policies and controls (including restricted electronic barrier testing) that are designed to restrict the dissemination,

availability and sharing of non-public information, including but not limited to material non-public information.

Controls over IT and Paper Files Related to Non-Public Information. The Financial Agent's management, performance, and accounting systems shall restrict non-public information access only to those individuals who have a need to know such information. Paper files that include non-public information will also be appropriately segregated and controlled so as to avoid inappropriate access by unauthorized individuals. Any information technology systems or other record systems (*e.g.*, microfiche or data sticks) utilized by the Financial Agent in the performance of services under this FAA that may contain non-public information shall have appropriate administrative, technological and/or physical security controls to help ensure that access to such information is limited to those individuals who have a need to know such information.

Codes of Conduct. The Financial Agent shall maintain a Code of Conduct that sets out basic principles designed to guide employees in the course of their business activities. The code should require all employees and contractors to hold as strictly confidential client information, to include all non-public information obtained or developed pursuant to this FAA, and to know and comply with all company policies, procedures, laws and regulations that are applicable to their job duties. All employees and contractors shall be required to annually acknowledge that they are familiar with and abide by the code of conduct.

Training. All key individuals associated with the Financial Agent performing Disposition Services shall be required to participate in compliance training prior to, and annually thereafter, providing services to the Treasury. The training program shall inform and advise each individual of their obligations and requirements under this FAA including its exhibits.

Monitoring / Compliance. The Financial Agent shall maintain a staff of compliance professionals to test and monitor the Financial Agent's conflicts of interest mitigation plans and controls set forth in this Exhibit F. The Financial Agent shall document such internal oversight and provide the Treasury with quarterly reports sufficient to evaluate the effectiveness of the Financial Agent's mitigation controls in ensuring compliance with all requirements of this FAA.

Appointment of TARP Compliance Officer. The Financial Agent shall appoint a TARP Compliance Officer to oversee compliance with this Exhibit F by all entities and people performing work under this FAA, and to periodically monitor for, identify, and mitigate conflicts of interest that may arise during the term of this FAA. The TARP Compliance Officer shall be deemed a key individual hereunder.

Incident Reporting. Anyone performing services under this FAA shall be required to promptly report any breaches or violations of the conflicts of interest mitigation controls or other requirements of this FAA to the Financial Agent's TARP Compliance Officer. A description of the incident shall be documented in an incident report and promptly provided to the Office of Financial Stability Director of Compliance.

Prohibition on Acceptance and Solicitation of Gifts. Neither the Financial Agent nor any key individual shall accept or solicit favors, gifts, or other items of monetary value from any individual or entity whom the Financial Agent or the key individual knows is seeking official

action from the Treasury in connection with the Disposition Services or has interests which may be substantially affected by the performance or nonperformance of duties to the Treasury in carrying out the Disposition Services.

Limitations on Communications with Employees of the Treasury. During the term of this FAA, the Financial Agent shall not directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that selection. The Financial Agent shall not offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any employee of the Treasury, except as permitted by Government-Wide Ethics Rules, 5 C.F.R. Part 2635. The Financial Agent shall not solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by the Treasury for the purpose of evaluating a bid, proposal, or offer to enter into an agreement.

Certifications. The Financial Agent shall submit to the Treasury the below certifications. Certifications shall be executed by the Financial Agent's TARP Compliance Officer.

Organizational Conflicts of Interest Certification. In accordance with 31 CFR § 31.211, the Financial Agent shall certify quarterly in writing to the Treasury that it has no organizational conflicts of interest, or explain in detail the extent to which it cannot so certify, and (except to the extent already described in this Exhibit F) describe the actions it has taken and plans to take to mitigate these conflicts.

Personal Conflicts of Interest Certification. In accordance with 31 CFR § 31.212, the Financial Agent shall certify to the Treasury no later than ten business days after the Effective Date, and then quarterly thereafter, that all key individuals performing services under this FAA have no personal conflicts of interest, or are subject to a mitigation or waiver plan approved by the Treasury.

Communications with Treasury Employees Certification. In accordance with 31 CFR § 31.212, for the process of selecting a financial agent for this FAA and prior to entering into a new agreement with the Treasury, or accepting modifications to an existing agreement, the Financial Agent shall certify that it is aware of the prohibitions on communications with Treasury employees, as described above, and that, to the best of its knowledge after making reasonable inquiry, the Financial Agent has no information concerning a violation or possible violation of those prohibitions. In addition, each officer, employee and representative of the Financial Agent who participated personally and substantially in preparing and submitting a bid, offer, proposal or request for modification of the agreement shall certify that he or she is familiar with and will comply with the prohibitions on communications with Treasury employees and has no information of any violations or possible violations of those prohibitions, and will report immediately to the Financial Agent any subsequently gained information concerning a violation or possible violation of those prohibitions.

Confidentiality Certification. All key individuals providing services under this FAA and each employee of the Financial Agent and all affiliate and contractor personnel to whom

nonpublic information is or may be disclosed shall certify to the Financial Agent's TARP Compliance Officer that he or she will comply with the requirements of this FAA and 31 C.F.R. § 31.217 to not share non-public information (as that term is defined in Section 6 of this FAA) with any unauthorized person or entity. The Financial Agent shall obtain this certification in the form of a Non-Disclosure Agreement (containing substantially the provisions and obligations set forth in Exhibit E of this FAA) before a key individuals begins work under this FAA and then quarterly thereafter.

Subsequent Notification. The Financial Agent has a continuing obligation to search for and to report any potential organizational or personal conflicts of interest. The Financial Agent shall notify the Treasury in writing as soon as practicable, and in no instance later than two (2) business days, after learning of any new or expanded conflicts of interest that arise during the term of this FAA. The disclosure shall describe the steps the Financial Agent has taken or proposes to take to mitigate the potential conflict or request a waiver from the Treasury.

Reviews. The Treasury, on its own behalf or through an entity contracted by the Treasury, may conduct an annual or ad hoc review of the compliance of the Financial Agent with all conflicts of interest and confidentiality obligations and responsibilities set forth in this FAA. Additional reviews may be conducted by oversight bodies with explicit authority over the TARP including the Office of the Special Inspector General for the Troubled Asset Relief Program, the U.S. Government Accountability Office, the Department of the Treasury Office of Inspector General, the Financial Stability Oversight Board and the Congressional Oversight Panel. The Financial Agent shall cooperate fully with the Treasury or its designated representative and provide it with any and all such information (in whatever form) requested by it in order to perform such a review.

Point of Contact. The Office of Financial Stability Director of Compliance (TARP.COI@do.treas.gov) shall be the contact official at the Treasury responsible for monitoring compliance with this Exhibit F.

Changes to Conflicts of Interest Mitigation Controls. The Financial Agent shall inform the Treasury and negotiate in good faith all proposed material changes to the conflicts of interest mitigation controls specified in this Exhibit F prior to their adoption and the Treasury retains the option of disapproving any proposed material change, in which case the Financial Agent agrees not to change such control. The Financial Agent and the Treasury agree to negotiate and resolve any such proposed changes in good faith and as quickly as reasonably possible. All mitigation plans and conflicts of interest mitigation controls shall be subject to the approval of the Treasury.