

FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

February 6, 2024

VIA E-MAIL

The Bank of New York Mellon
240 Greenwich St.
New York, NY 10286
Attention:

Email:
Phone:

Email:
Phone:

With a copy by email to:

Re: Termination of Certain Agreements in connection with the Term Asset-Backed Securities
Loan Facility

Ladies and Gentlemen:

Reference is made to (i) the Collateral Custody and Administration Agreement, dated as of May 26, 2020, between TALF II LLC (“Company”), the Federal Reserve Bank of New York (“FRBNY” or the “Managing Member”), and The Bank of New York Mellon (“BNYM”) (in such capacity, the “Custodian” and the “Administrator”), as amended, restated, supplemented or otherwise modified from time to time (the “Custodian Agreement”), (ii) that certain Master Loan and Security Agreement dated as of May 26, 2020, between the Company (“Lender”), each TALF Agent from time to time party to such agreement, each on behalf of itself and its respective customers as Borrowers from time to time party to such agreement, and BNYM (in its capacity as Custodian and Administrator), as amended, restated, supplemented or otherwise modified from time to time (the “MLSA”), and (iii) the Control Agreement, dated as of May 26, 2020, between the FRBNY, as secured party (the “Secured Party” or “Party A”), the Company (“Party B”), and BNYM (in its capacity as custodian under the Custodian Agreement), as amended, restated, supplemented or otherwise modified from time to time (the “Control Agreement”). Capitalized terms used but not defined herein have the meanings assigned to them in the Custodian Agreement, the MLSA, or the Control Agreement, as applicable.

CLEARED FOR RELEASE

The Bank of New York Mellon
February 6, 2024

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The Company has identified the following items as requiring attention to close out the Custodian Agreement, the MLSA in respect of BNYM, the Control Agreement and the services performed by BNYM. This letter is not intended, and is not to be interpreted, as a waiver or modification of any right or obligation either the Company or Managing Member have under the Custodian Agreement, the MLSA, or the Control Agreement or as limiting the survival of any of the provisions which the Custodian Agreement, the MLSA, or the Control Agreement give continuing effect, such as under Article 8, Section 14 of the Custodian Agreement. Among the provisions of the Custodian Agreement that survive termination, the Company calls to BNYM's attention its continuing obligations under Article 6, Section 8(b) (Inspection), Section 9 (Confidentiality), and Section 17 (Information Security) to maintain information handling and security of Confidential Information that may be retained by BNYM consistent with the Custodian Agreement.

Therefore, the parties to the Custodian Agreement, the MLSA, and the Control Agreement, as applicable, agree as follows:

1. **Termination.** The Custodian Agreement, as amended and supplemented by this letter agreement, the accounts created and security interests created or granted thereby, and any powers granted to or appointment made of the Custodian or the Administrator, are terminated effective at the close of business on February 29, 2024 (the "Termination Date"). Pursuant to Section 13 of the Control Agreement, the Control Agreement shall terminate in conjunction with the termination of the Custodian Agreement and is therefore terminated effective at the close of business on the Termination Date. Any continuing obligations or covenants in respect of BNYM under Sections 11.1 and 11.4 of the MLSA are terminated effective at the close of business on the Termination Date.

2. **Reports and Actions.** The Administrator shall continue to comply with all relevant reporting obligations under Article 4 of the Custodian Agreement, including delivery of final reports as follows:

- i. Final custody to accounting reconciliation for February 2024;
- ii. Final monthly allocation of cash receipts as specified in Section 2(d) for February 2024 to be delivered by March 5, 2024;
- iii. Financial statement for the 1st quarter of 2024 through the Termination Date to be delivered no later than April 15, 2024; and
- iv. In addition to delivering any SOC 1 Reports due under Article 6, Section 18 of the Custodian Agreement, BNYM shall deliver a letter covering the bridge period from January 1, 2024 through the Termination Date within 30 days of the Termination Date.

In addition, the Custodian will prepare Form 1099-MISC for each relevant firm paid by the Company in 2024, provide to the Managing Member for review, provide final form to recipients and file electronically with the Internal Revenue Service by the relevant deadlines.

3. **Information Security.** The Custodian will provide the documentary evidence described in the Article 6, Section 17(a) of the Custodian Agreement as reasonably requested by FRBNY so long as the Custodian retains Confidential Information.

4. **Final Compliance Certificate.** In addition to the Officer's Certificate required under Article 8, Section 11 of the Custodian Agreement, due for the calendar quarter ending December 31, 2023, BNYM shall deliver a final compliance certificate covering the period from January 1, 2024 through the Termination Date.

5. **Books of Account.** The Custodian shall continue to provide reports via methods agreed by the parties as described in Article 4, Section 3 of the Custodian Agreement, including by making them easily accessible to the Managing Member upon request through December 31, 2025. The parties understand that after the Termination Date, any such statements will be delivered via email or similar electronic transmission.

6. **Workforce Inclusion.** BNYM will cooperate with reasonable requests for information from the Managing Member with respect to Article 6, Section 14 of the Custodian Agreement.

7. **Notice.** By signing this letter agreement, BNYM accepts delivery of this notice by electronic mail transmission in full satisfaction of delivery obligations under Article 8, Section 2 of the Custodian Agreement, Section 21.0 of the MLSA, and Section 11 of the Control Agreement, including for recipients for which no electronic mail address was provided.

8. **Governing Law; Survival.** This letter agreement is to be governed by the laws of the state of New York. This letter agreement survives the termination of each of the Custodian Agreement, the MLSA, and the Control Agreement.

9. **Fees.** Payment of the fees accrued, invoiced, and paid for the period through the Termination Date are in full satisfaction of the Company's obligations under the Custodian Agreement, the MLSA, and the Control Agreement. No additional fees shall accrue in connection with the delivery of reports or other obligations described in this letter agreement that occur after the Termination Date.

10. **Counterparts; Effectiveness.**

All terms of the Custodian Agreement, the MLSA, and the Control Agreement remain in effect and unmodified except as set forth herein. All terms of the Custodian

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Agreement, the MLSA, and the Control Agreement that survive termination are made for the benefit of the Company and its members and survive not only the termination of the Custodian Agreement, the MLSA, and the Control Agreement, respectively, but also dissolution or cancellation of the Company, and can be enforced by its members as intended third-party beneficiaries.

The parties to the Custodian Agreement, the MLSA, and the Control Agreement, may sign this letter agreement in counterparts, each of which will be deemed an original but both of which together will constitute a single instrument. This letter agreement becomes effective when a counterpart has been signed by each of the undersigned parties and delivered to the Managing Member. Delivery of an executed signature page to this letter agreement by e-mail to the Managing Member is to be as effective as delivery of a manually signed counterpart.

[Signature as follows]

FEDERAL RESERVE BANK of NEW YORK

The Bank of New York Mellon
February 6, 2024
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Sincerely,

TALF II LLC,

By FEDERAL RESERVE BANK OF NEW
YORK, its sole managing member

By: _____
Name:
Title: Market Operations and Analysis Director

FEDERAL RESERVE BANK OF NEW YORK, as
sole managing member

By: _____
Name:
Title: Market Operations and Analysis Director

FEDERAL RESERVE BANK OF NEW YORK, as
Secured Party

By: _____
Name:
Title: Head of Discount Window and Collateral
Valuation

Agreed to as of the date of this letter:

THE BANK OF NEW YORK MELLON

By: _____
Name: _____
Title: _____ Director _____

CONTROL AGREEMENT

Control Agreement, dated as of May 26, 2020 (this “**Agreement**”), among the Federal Reserve Bank of New York, as secured party (“**Party A**” or “**Secured Party**”), TALF II LLC (“**Party B**”), and The Bank of New York Mellon, in its capacity as custodian under the Custodian Agreement (as defined below) (in such capacity, together with its successors in such capacity, the “**Custodian**”).

WHEREAS, pursuant to the Collateral Custody and Administration Agreement, dated as of May 26, 2020 among Custodian, Party A and Party B (the “**Custodian Agreement**”), Custodian has agreed to act as custodian for Party B’s assets and has established the Borrower Collateral Account and the Investment Account;

WHEREAS, pursuant to the Security Agreement, dated as of May 26, 2020 (the “**Security Agreement**”), among Party B, as borrower and Party A, as secured party, Party B granted to Party A a security interest in the Collateral Accounts (as defined below); and

WHEREAS, Party A, Party B and Custodian are entering into this Agreement to provide for the control of each Borrower Collateral Account and the Investment Account and all property credited thereto;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

Definitions

1. Definitions. The terms “Borrower Collateral Accounts” and “Investment Account” shall have the meanings assigned to such terms in the Custodian Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Security Agreement or in that certain Credit Agreement, dated as of May 26, 2020 (the “**Credit Agreement**”), between Party B, as borrower, and Party A, as lender.

Terms

1. Collateral Accounts. Custodian has established the Borrower Collateral Accounts and the Investment Account (each, including any additional Borrower Collateral Account, a “**Collateral Account**”) pursuant to the Custodian Agreement. Custodian shall treat all property, including cash, from time to time credited to a Collateral Account as financial assets under Article 8 of the Uniform Commercial Code, as in effect from time to time in the State of New York (the “**UCC**”). Party B is the “entitlement holder” with respect to the Collateral Accounts and the “customer” with respect to any associated deposit account, as each such term is defined in the UCC. Custodian shall have no responsibility for determining the adequacy of any collateral required under the Security Agreement, nor will it assume responsibility for any calculations related to any collateral requirements under, or for determining compliance with, the Security Agreement.

2. Collateral Account and Securities Entitlement Control.

2.1 Security Interest. This Agreement is intended by Party A and Party B to grant “control” of the Collateral Accounts to Party A for purposes of perfection of Party A’s security interest therein and in all financial assets from time to time credited thereto pursuant to Article 8 and Article 9 of the UCC, and Custodian hereby acknowledges that it has been advised of Party B’s grant to Party A of a security interest in the Collateral Accounts. Notwithstanding the foregoing, Custodian makes no representation or warranty with respect to the creation, perfection or enforceability of any security interest in the Collateral Accounts.

2.2 Control by Party B. Unless and until Custodian receives written notice from Party A pursuant to Section 2.3 below instructing Custodian that Party A is exercising its right to exclusive control over the Collateral Accounts (it being understood that the notice shall be in substantially the form attached hereto as Exhibit A (a “**Notice of Exclusive Control**”) and that Custodian shall have a reasonable time, not longer than two (2) Business Days to act on such notice), or if all previous Notices of Exclusive Control have been revoked or rescinded in writing by Party A: (i) Custodian shall take actions with respect to the property credited to the Collateral Accounts upon the instructions of the Managing Member and (ii) Custodian shall have no responsibility or liability to Party A or Party B for actions taken in accordance with such instructions.

2.3 Control by Party A.

(i) Party A agrees to provide Custodian, in the form of Exhibit B attached (as may be amended from time to time), the names and signatures of authorized parties who may give notices, instructions, or entitlement orders concerning the Collateral Accounts. Other means of notice or instruction may be used provided that Party A and Custodian agree to appropriate security procedures. Upon receipt by Custodian of a Notice of Exclusive Control and following a reasonable time to act thereon (but in any event no more than two (2) Business Days after such receipt), Custodian shall thereafter follow only the instructions or entitlement orders of Party A with respect to the Collateral Accounts and all financial assets from time to time credited thereto and shall comply with any entitlement order or instructions (within the meaning of Sections 8-102, 9-104 and 9-106 of the UCC) received from Party A, without further consent of Party B or any other Person, and Custodian will not comply with entitlement orders or instructions concerning the Collateral Accounts or any financial assets from time to time credited thereto originated by Party B or any other Person without the prior written consent of Party A.

(ii) Custodian shall have no responsibility or liability to Party B for complying with a Notice of Exclusive Control or complying with entitlement orders or instructions originated by Party A concerning the Collateral Accounts or any financial assets from time to time credited thereto. Party A may provide a Notice of Exclusive Control without regard to the existence of an Event of Default under the Credit Agreement or compliance by any party under, or otherwise in connection with, any of the Custodian Agreement, the Security Agreement or the Credit Agreement, and Party B shall not allege that Party A is not entitled to provide a Notice of Exclusive Control for any reason.

(iii) As between Party A and Custodian, notwithstanding any provision contained herein or in any other document or instrument to the contrary, Custodian shall not be liable for any

action taken or omitted to be taken at the instruction or entitlement order of Party A, or any action taken or omitted to be taken under or in connection with this Agreement, except for Custodian's own gross negligence, bad faith, fraudulent actions or willful misconduct in carrying out such instruction or entitlement order.

3. Distributions. Custodian shall, without further action by Party B or Party A, credit to Party B's Collateral Accounts all interest, principal, dividends and other income received by Custodian on the property credited thereto.

4. Release of Security Interest. Party A agrees to notify Custodian promptly in writing when all Obligations have been fully paid and satisfied or Party A otherwise no longer claims any interest in the Collateral Accounts or any financial assets from time to time credited thereto under the Security Agreement, whichever is sooner; at which time Custodian shall have no further liabilities or responsibilities hereunder and Custodian's obligations under this Agreement shall terminate.

5. Duties and Services of Custodian.

(i) Custodian agrees that it is acting as a securities intermediary as defined in Section 8-102 of the UCC and as an intermediary as defined in the *Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary, July 5, 2006, 17 U.S.T. 401, 46 I.L.M. 649 (entered into force April 1, 2017)* with respect to the establishment and maintenance of the Collateral Accounts and any financial assets credited thereto, except Identified Securities (as defined below). Custodian agrees, with respect to any associated deposit account, that it is acting as a "bank" as such term is used in Section 9-102 of the UCC.

(ii) Custodian shall have no duties, obligations, responsibilities or liabilities with respect to the Collateral Accounts or any financial assets from time to time credited thereto except as and to the extent expressly set forth in this Agreement, the Master Loan and Security Agreement and the Custodian Agreement, and no implied duties of any kind shall be read into this Agreement against Custodian including, without limitation, the duty to preserve, exercise or enforce rights in the Collateral Accounts or any financial assets credited thereto. Custodian shall not be liable or responsible for anything done or omitted to be done by it in good faith and in the absence of willful misconduct, bad faith, fraudulent actions or negligence and may rely and shall be protected in acting upon any notice, instruction, entitlement order or other communication which it reasonably believes to be genuine and authorized.

(iii) As between Party B and Custodian, except for the rights of control in favor of Party A agreed to herein, nothing herein shall be deemed to modify, limit, restrict, amend or supersede the terms of the Custodian Agreement, and Custodian shall be and remain entitled to all of the rights, indemnities, powers, and protections in its favor under the Custodian Agreement, which shall apply fully to Custodian's actions and omissions hereunder. Instructions or entitlement orders under this Agreement from Party B's authorized representative given in accordance with the terms of the Custodian Agreement shall also constitute Instructions under the Custodian Agreement.

(iv) As between Custodian and Party A, Party A shall indemnify and hold Custodian harmless with regard to any losses or liabilities of Custodian (including reasonable attorneys' fees) imposed on or incurred by Custodian arising out of any action or omission of Custodian in accordance with any notice, instruction, or entitlement order of Party A under this Agreement. The indemnity in this Section 5 shall survive the termination of this Agreement, including any termination under any bankruptcy law.

(v) The parties hereto acknowledge and agree that "no security entitlement" under the UCC shall exist with respect to any financial asset held in the Collateral Accounts which is registered in the name of Party B, payable to the order of Party B, or specially indorsed to Party B or any third party (each such asset an "**Identified Security**"), except to the extent such Identified Security has been specially indorsed in blank or by Party B to Custodian or its nominee. The parties further acknowledge and agree that any such Identified Securities received by Custodian and credited to the Collateral Accounts from time to time shall (so long as so credited to the Collateral Accounts and so long as this Agreement remains in effect) be held by Custodian for the benefit of Party A, not in its capacity as a "securities intermediary" (as defined in the UCC), but in its capacity as Custodian under the Custodian Agreement and subject to the terms of this Agreement.

(vi) Except for the claims and interest of Party A and of Party B in the Collateral Accounts, Custodian does not know of any claim to, or interest in, the Collateral Accounts or in any "financial asset" (as defined in Section 8-102(a) of the UCC), including cash, credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Collateral Account of any financial asset credited thereto of which any Responsible Officer (as defined in the Custodian Agreement) of the Custodian becomes aware, Custodian will promptly notify Party A and Party B thereof.

Notwithstanding anything to the contrary contained herein, all of the rights and indemnities provided to Custodian under the Custodian Agreement shall apply to all of the activities of Custodian in connection with the administration of this Agreement as if they were fully set forth herein.

6. Force Majeure; Special Damages. Custodian shall be responsible for maintaining and preserving its operations, facilities and systems (including its computer and communication systems) in a manner consistent with commercial and supervisory standards prevalent in its industry. Custodian agrees that it shall enter into and shall maintain in effect, at all times during the term of this Agreement, with appropriate parties one or more agreements making reasonable provision for (i) periodic back-up of computer files and data with respect to any accounts held by it, and (ii) emergency use of electronic data processing equipment to provide services under this Agreement. So long as Custodian shall have complied with the foregoing maintenance or preservation requirements (and the other requirements of this Agreement and the Custodian Agreement) and provided that any delay or failure to take such action as may be required under this Agreement could not be prevented by the exercise of reasonable diligence by Custodian, Custodian shall not be liable for any delay or failure to take any action as may be required under this Agreement in the event and to the extent that any such delay or failure is caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, by acts of God; earthquakes; fires; floods; wars;

civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that Custodian shall use its best efforts to resume performance as soon as practicable under the circumstances. Custodian shall provide Party A and Party B with written notice of failure or delay to take action as may be required under this Agreement that is a result of circumstances described in this Section 6.

In no event shall any party hereto be liable to any Person for special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits) even if such party has been advised of the possibility or likelihood of such damages.

7. Compliance with Legal Process and Judicial Orders. Subject to Section 20, Custodian shall have no responsibility or liability to Party A or Party B or to any other person or entity for acting in accordance with any judicial or arbitral process, order, writ, judgment, decree or claim of lien relating to the Collateral Accounts subject to this Agreement notwithstanding that such order or process is subsequently modified, vacated or otherwise determined to have been without legal force or effect.

8. Custodian Representations.

(i) Custodian agrees and confirms, as of the date hereof, and at all times until the termination of this Agreement, that it has not entered into, and until the termination of this Agreement will not enter into, any agreement (other than the Custodian Agreement and the Master Loan and Security Agreement) with any other person or entity relating to any Collateral Account or any financial asset credited thereto under which it has agreed to comply with entitlement orders (as defined in Section 8-102 of the UCC) or instructions (within the meaning of Section 9-104 of the UCC) of such other person or entity. Custodian has not entered into any other agreement with Party A or Party B purporting to limit or condition the obligation of Custodian to comply with entitlement orders as set forth in Sections 2.2 or 2.3 hereof.

(ii) The Collateral Accounts have been established and will be maintained in the manner set forth herein until termination of this Agreement. Custodian shall not change the name or account number of the Collateral Accounts without the prior written consent of Party A.

(iii) No financial asset is or will be registered in the name of Party B, payable to its order, or specially endorsed to it, except to the extent such financial asset has been endorsed to Custodian or in blank (unless and except to the extent Custodian has agreed to hold such asset as bailee on behalf of the Secured Party in accordance with clause (a) of the definition of "Delivery" in the Security Agreement).

(iv) This Agreement is the valid and legally binding obligations of Custodian, enforceable against Custodian in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcements of creditors' rights generally and by general equitable principals (whether enforcement is sought by proceedings in equity or at law).

9. Access to Reports. Custodian will provide to Party A a copy of each statement of the Collateral Accounts and each other report it delivers to Party B pursuant to the Custodian Agreement, contemporaneously with the delivery thereof to Party B.

10. Fees and Expenses of Custodian; Waiver of Set-Off.

Party B shall pay to Custodian such fees for its services and its costs and expenses as are required to be paid pursuant to the terms of the Custodian Agreement. The agreements in this Section 10 shall survive the termination of this Agreement, to the extent such fees earned or costs or expenses pursuant to the terms of the Custodian Agreement were incurred or accrued prior to the effective date of such termination.

In the event that Custodian has or subsequently obtains by operation of Section 18.14 of the Master Loan and Security Agreement or by agreement, operation of law or otherwise a security interest in the Collateral Account or any security entitlement credited thereto, Custodian hereby agrees that such security interest shall be subordinate to the security interest of Secured Party. Except for liens or other rights or interests agreed to be made subordinate by the preceding sentence the financial assets and other items deposited to the Collateral Account will not otherwise be subject to deduction, set-off, banker's lien, or any other right in favor of any person.

11. Notices. Any notice or other communication in respect of this Agreement may be given in any manner set forth below to the addresses or numbers provided in or pursuant to this Agreement or in accordance with the secure e-mail procedures provided by Party A or Party B to the Custodian with respect to the receiving party and will be deemed effective as indicated: (a) if in writing and delivered in person or by courier, on the date it is delivered; or (b) if sent by e-mail, on the date that e-mail enters the recipient's email system in a form capable of being processed by that system; unless (in each case) the date of the delivery (or attempted delivery) is not a Business Day or that communication is delivered (or attempted) after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day. Any notice or other writing hereunder to be given to Party A or Party B shall be addressed as set forth below or as Party A or Party B, respectively, may from time to time designate in writing. In each case, a copy of the notice or other writing to be given to Party A or Party B must also be sent by email to the General Counsel of the Federal Reserve Bank of New York.

If to Custodian, then:

The Bank of New York Mellon
240 Greenwich Street
New York, New York 10286
Attention:
Email:
With a copy by email to: TALF@bnymellon.com
Telephone:

If to Party B, then:

TALF II LLC
c/o Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Tel:
Email: nytalf@ny.frb.org
With a copy by email to: NY.MKT.VENDOR.MANAGEMENT@ny.frb.org
And by email to: Legal.Notice@ny.frb.org

If to Party A or the Secured Party, then:

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Tel: 212-720-8253
Email: nytalf@ny.frb.org
With a copy by email to: NY.MKT.VENDOR.MANAGEMENT@ny.frb.org
And by email to: Legal.Notice@ny.frb.org

If to the General Counsel of the Federal Reserve Bank of New York, then:

Michael Held
Executive Vice President and General Counsel
Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Tel.:
Email: legal.notice@ny.frb.org

12. Amendment of Agreement and Custodian Agreement. No amendment or modification of this Agreement will be effective unless it is in writing and signed by each party hereto. Party B and Custodian agree that so long as this Agreement is in effect they will not amend the Custodian Agreement in any way that could adversely affect Party A without the prior written consent of Party A.

13. Termination. This Agreement shall continue in effect until Party A has notified Custodian in writing that this Agreement is to be terminated. This Agreement shall also terminate in conjunction with the termination of the Custodian Agreement, provided that prior to the effectiveness of the termination of this Agreement Custodian shall transfer all financial assets credited to any Collateral Account that has not been released by Party A to a successor custodian designated in writing by Party A.

14. Severability. In the event any provision of this Agreement is held illegal, void or unenforceable, the remainder of this Agreement shall remain in effect.

15. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

16. Headings. Any headings appearing on this Agreement are for convenience only and shall not affect the interpretation of any of the terms of this Agreement.

17. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement have the same force and effect as manual signatures. Each party agrees to not contest, call into question or otherwise challenge, in each such case, on the grounds that such signature was in electronic form, the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Further, the parties hereto agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including any amendments or supplements) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Notwithstanding anything in this Agreement to the contrary, if for any reason an electronic signature is held invalid or unenforceable by a court of competent authority solely due to the signature being in electronic form, the parties agree to work in good faith to execute such other instrument, agreement, amendment or modification to make the invalid or unenforceable agreement or note, as applicable, valid and enforceable on the same terms and with the same effect as if such initial agreement or note, as applicable, were valid and enforceable and upon the effectiveness of such instrument, agreement, amendment or modification no default shall be deemed to have occurred under this Agreement. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by the parties hereto shall be lodged with Party A and Party B.

18. Successors; Assignment. This Agreement may not be assigned without the written consent of each party hereto. The Agreement will be binding upon the parties and their respective successors and assigns.

19. Prior Agreements. This Agreement supersedes and terminates, as of the date hereof, all prior Control Agreements, or similar agreements, between Party B and Custodian with respect to the Collateral Accounts. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing, the terms of this Agreement shall prevail.

20. Confidentiality.

- (i) Custodian agrees to keep confidential all non-public information (including Customer-Related Data, as defined below) provided to it by Party B or Party A or any other Person pursuant to or in connection with this Agreement or the other Operative Documents provided that nothing herein shall prevent Custodian from disclosing any such information:
 - (a) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its permitted affiliates who have a need to know such information

(collectively, its “**Representatives**”), (b) in response to any order, subpoena or other form of legal process issued by any court, administrative, legislative, regulatory or governmental body, or by any other person purporting to have authority to subpoena or otherwise request such information or as otherwise required by law, (c) that has already been publicly disclosed other than by Custodian or any of its Representatives in violation of this Section 20(i) or if agreed to by Party A and Party B in their sole discretion or (d) if necessary to enforce its rights and remedies under this Agreement; provided further, that pursuant to clauses (b) and (d) above, prior to any disclosure of such information, Custodian shall notify the General Counsel of the Federal Reserve Bank of New York, unless legally prohibited from doing so, of any proposed disclosure as far in advance of such disclosure as practicable so that Party A or, Party B may seek a protective order or other appropriate remedy, and, upon Party B’s or Party A’s written request, Custodian shall take all reasonable actions to ensure that any information disclosed shall be accorded confidential treatment. Custodian further agrees that it shall be responsible for compliance by each of its Representatives and that its Representatives will be bound by the terms of this paragraph. Custodian shall not process or store Confidential Information or, except with respect to Representatives subject to Custodian’s applicable policies and procedures, allow Confidential Information to be accessed outside the United States except as authorized by Party A and Party B. For the avoidance of doubt, Custodian personnel who perform services outside the United States by logging into applications (stored within the United States) and performing processes with Confidential Information within such applications shall be considered “accessing” such Confidential Information under this Agreement.

Centralized Functions; Use of Data. The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may centralize functions, including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the "Centralized Functions") in one or more affiliates, subsidiaries and third-party service providers. Solely in connection with the Centralized Functions, Party A and Party B each consents to the disclosure of, and authorizes Custodian to disclose, information regarding Party B and its accounts ("Customer-Related Data") to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information. In addition, the BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with Party A or Party B.

(ii) All information subject to the confidentiality obligations of the foregoing Section 20(i) is deemed “**Confidential Information**” of Party A and Party B. If Confidential Information is used or disclosed in any manner not permitted under this Agreement, if Custodian is unable to account for any Confidential Information, or if Custodian knows any security breach or other incident has occurred that could compromise the security or integrity of the Confidential Information, Custodian shall notify Party A and Party B in writing and by email promptly, but in no event more than three (3) Business Days after Custodian becomes aware of the unauthorized use or disclosure or the loss of Confidential Information.

Custodian shall send its email notice addressed to with a copy to nytalfrb@ny.frb.org. Custodian shall take all commercially reasonable measures required by Party A and Party B to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to prevent further unauthorized use or disclosure or loss, and to cooperate with Party A and Party B and their agents in any investigation Party A or Party B may undertake relating to the unauthorized use or disclosure or loss. Custodian shall also take all measures required by applicable law in response to any actual or potential unauthorized use or disclosure or loss of personally identifiable information, and, in connection with unauthorized uses or disclosures caused by Custodian, Custodian shall pay or reimburse Party A and Party B for the cost of notifying any individuals affected by the actual or potential unauthorized use or disclosure or loss and for credit monitoring for those individuals if Party A or Party B determines such notification and credit monitoring services are appropriate (whether or not required by law). Custodian shall bear the costs of all such measures taken or to be taken by Custodian due to unauthorized uses and disclosures caused by Custodian.

(iii) Custodian acknowledges that damages are not an adequate remedy for Custodian's violation of any terms of this Section. If Custodian violates or threatens to violate any terms of this Section, Party A and Party B may each seek injunctive relief to restrain any breach or threatened breach or they may seek specific performance of this Section 20. In either case, Custodian shall not contest Party A's or Party B's action for equitable remedies on the grounds that damages are an adequate remedy, and Custodian shall not seek to have imposed on Party A or Party B any obligation to post a bond or give other security as a condition to injunctive relief. Party A and Party B may each seek injunctive relief or specific performance of this Section in addition to any other remedies that it may have under applicable law.

(iv) Subject to Section 20(v) below, upon the expiration or other termination of this Agreement, or at any other time requested by Party A or Party B, Custodian shall deliver to them all Records in accordance with Section 20(i). All records, data, information, and other material to which Custodian may be given access in connection with this Agreement are and will remain the property of Party A or Party B, as relevant, or third parties from which they obtained such material. Subject to Section 20(v) below, Custodian shall also deliver to the Company or FRBNY, as relevant, or with their prior consent, destroy, all tangible copies of Confidential Information in Custodian's possession or control. Confidential Information shall be delivered to Party A or Party B, as relevant, within 30 days after expiration, termination, or Party A's or Party B's request, as applicable, using secure methods of delivery approved by Party A or Party B, as relevant. Custodian shall also destroy all intangible copies of Confidential Information in its possession or control. If Custodian destroys materials containing Confidential Information, Custodian shall use destruction techniques appropriate for the format of the materials and approved by Party A or Party B, as relevant, and Custodian shall certify the destruction to Party A or Party B, as relevant, in writing. Custodian shall retain no copies of Confidential Information, including any compilations derived from and allowing identification of Confidential Information, except to the extent permitted under in the immediately following clause.

(v) If Custodian believes that the delivery or destruction of any Confidential Information is not practicable (including Confidential Information that is retained on secure backup media

in accordance with standard backup procedures in a manner that makes it impractical for Custodian to delete the Confidential Information), or if Custodian is required by applicable law, accounting rules, its record retention requirements, or other professional rules to retain a record copy of any Confidential Information for some period, Custodian shall notify Party A or Party B, as relevant, in writing of the conditions that make delivery or destruction of the Confidential Information impracticable or that require retention of the Confidential Information. Custodian may retain a copy of such Confidential Information subject to the restrictions of this Section 20 until the Confidential Information becomes public or otherwise ceases to be Confidential Information as defined in this Agreement or is returned to Party A or Party B, as relevant, or destroyed as provided in the above Section 20(iv).

(vi) Custodian agrees to maintain Confidential Information in strictest confidence and to limit the access to information that is the subject of this Agreement in accordance with Custodian's TALF-specific conflict of interest policy and plan delivered to Party A and Party B.

(vii) The terms of this Section 20 shall survive the expiration or other termination of this Agreement indefinitely as to any Confidential Information that remains in Custodian's possession or control until the Confidential Information becomes public or otherwise ceases to be Confidential Information.

21. Submission To Jurisdiction; Waivers. Each of Custodian, Party A and Party B hereby irrevocably and unconditionally:

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

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

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid return receipt requested, to each party hereto, as applicable, at their address set forth in Section 11 or at such other address of which the parties hereto shall have been notified;

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

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

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

22. Waiver of Jury Trial. THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

23. Non-Petition. Custodian hereby covenants and agrees that it will not at any time before the expiration of one year plus one day, or if applicable, such longer preference period following the latest of the date of termination of this Agreement, the payment of the Obligations and the termination of the Credit Agreement and the Security Documents (i) commence or institute against Party B or join with or facilitate any other Person in commencing or instituting against Party B, any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, receivership, insolvency or liquidation proceedings, or other proceedings under any United States Federal or state, or other jurisdiction, bankruptcy or similar law or statute now or hereafter in effect in connection with any obligations relating to this Agreement or any of the other Operative Documents or (ii) participate in any assignment for benefit of creditors, compositions, or arrangements with respect to Party B's debts. The agreements in this Section 23 shall survive the termination of the Agreement and the other Obligations and shall also survive the termination of the Credit Agreement and the Security Documents.

24. Limited Recourse. Notwithstanding anything to the contrary contained in this Agreement and the other Operative Documents, the obligations of Party B under this Agreement and all other Operative Documents are solely the obligations of Party B and shall be payable solely to the extent funds are available to Party B. No recourse shall be had for the payment of any amount owing in respect of any obligation of, or claim against, Party B arising out of or based upon this Agreement or any other Operative Document against any holder of a membership interest, employee, officer or Affiliate thereof; *provided, however*, that the foregoing shall not relieve any such person or entity from any liability they might otherwise have as a result of willful misconduct, gross negligence, bad faith or fraudulent actions taken or omissions by them. The provisions of this Section 24 shall survive the termination of this Agreement.

25. No Third Party Beneficiaries. In performing hereunder, Custodian is acting solely on behalf of Party A and Party B and no contractual or service relationship shall be deemed to be established hereby between Custodian and any other person.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or duly authorized representatives as of the date first above written.

TALF II LLC,

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

By: _____
Name:
Title: Assistant Vice President

FEDERAL RESERVE BANK OF NEW YORK,
as Secured Party

By: _____
Name: _____
Title: Executive Vice President

The Bank of New York Mellon
as Custodian

By: _____
Name:
Title: Vice President

Exhibit A

[Letterhead of the Federal Reserve Bank of New York]

Date:

The Bank of New York Mellon
240 Greenwich Street
New York, New York 10286
Attention: Nelson Wai
Email:
With a copy by email to:
Telephone:

RE: TALF II LLC

NOTICE OF EXCLUSIVE CONTROL

We hereby instruct you pursuant to the terms of that certain Control Agreement dated as of May 26, 2020 (as from time to time amended and supplemented, the “**Control Agreement**”) among the undersigned, TALF II LLC (together with its successors and assigns, “**Party B**”) and you, as Custodian, that you (i) shall not follow any instructions or entitlement orders of the specific Party B listed above with respect to the Collateral Accounts or any financial assets credited thereto or otherwise held by you for such Party B, and (ii) unless and until otherwise expressly instructed by the undersigned, shall exclusively follow the entitlement orders and instructions of the undersigned with respect to such Collateral Accounts, financial assets or other property.

Very truly yours,

Federal Reserve Bank of New York

By: _____
Authorized Signatory

cc: Federal Reserve Bank of New York, as Managing Member
33 Liberty Street
New York, NY 10045-0001

Exhibit B

To

CONTROL AGREEMENT

AMONG TALF II LLC, FEDERAL RESERVE BANK OF NEW YORK, AS SECURED PARTY, AND THE
BANK OF NEW YORK MELLON, AS CUSTODIAN

DATED May 26, 2020

AUTHORIZED PERSONS FOR FEDERAL RESERVE BANK OF NEW YORK,
AS SECURED PARTY

The Bank of New York Mellon is directed to accept and act upon written instructions or entitlement orders received from any one of the following persons at Party A:

Name

Telephone/Fax Number

Signature Signed by:

4. _____

5. _____

Authorized by: _____

as authorized agent of Federal Reserve Bank of New York, as Secured Party

Name: _____

Title: Senior Vice President and Corporate Secretary

Date: May 26, 2020