PREFERRED EQUITY ACCOUNT AGREEMENT

PREFERRED EQUITY ACCOUNT AGREEMENT (this "Account Agreement"), dated as of May 26, 2020, between TALF II LLC, a Delaware limited liability company (the "Account Holder"), and the FEDERAL RESERVE BANK OF NEW YORK ("FRBNY"), as depository (in such capacity, the "Bank").

WHEREAS, the Account Holder has entered into that certain (i) Credit Agreement (the "Credit Agreement"), dated as of May 26, 2020, between Account Holder and FRBNY, as lender, the (ii) Security Agreement (the "Security Agreement"), dated as of May 26, 2020, between the Account Holder and FRBNY, as secured party (in such capacity, the "Secured Party");

WHEREAS, FRBNY is the sole managing member of the Account Holder (in such capacity, the "Managing Member") under that certain Limited Liability Company Agreement of the Account Holder (the "LLC Agreement") dated as of April 13, 2020, between the Account Holder and FRBNY;

WHEREAS, the United States Department of the Treasury ("Treasury") is expected to become the preferred equity member of the Account Holder under an amended and restated LLC Agreement (in such capacity, the "Preferred Equity Member"); and

WHEREAS, the Account Holder desires to establish an account to hold the expected capital contribution of the Preferred Equity Member (the "Preferred Equity Amount") on the books of the Bank to be invested as instructed by the Managing Member;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. *Account Establishment*. Account Holder requests that the Bank establish and maintain, and the Bank agrees to establish and maintain, on its books a non-interest–bearing deposit account in Account Holder's name for the purpose of maintaining the Preferred Equity Amount and the proceeds of any investments thereof, and a restricted securities account in Account Holder's name for the purpose of holding any investments (such deposit account and restricted securities account together, the "Preferred Equity Account"). The Preferred Equity Account shall consist of a "securities account" within the meaning given such term in the Uniform Commercial Code as in effect in the State of New York (the "NYUCC") and within the meaning of the Hague Securities Convention and a "deposit account" with the meaning given such term in the NYUCC. The Bank agrees to treat all property from time to time credited to the Preferred Equity Account other than cash as "financial assets" within the meaning of the NYUCC. As used in this Agreement, the "Hague Securities Convention" means 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)*.

2. *Terms.* Managing Member will only provide instructions to the Bank with respect to the Preferred Equity Account to the extent consistent with the obligations of the Account Holder and the Managing Member under the Operative Documents (as defined in the Credit Agreement). The Bank shall not be responsible or liable for any loss resulting from any actions taken with respect to the Preferred Equity Account in noncompliance with the Operative Documents. In addition to the terms set forth in this Account Agreement, the accounts and account services provided under this Account Agreement are subject to the relevant terms of FRBNY Operating Circulars Nos. 6 and 7, and other terms and conditions applicable to account services or financial services provided by the Federal Reserve Banks to the Account Holder with respect to such accounts. Overdrafts in the Preferred Equity Account are not permitted.

3. *Investments*. The Account Holder hereby requests that the Bank invest amounts on deposit in the deposit account as instructed from time to time by the Managing Member or its designee in accordance with investment guidelines, which will be agreed in writing by the Preferred Equity Member and the Managing Member with the consent of the Secured Party, as such guidelines may be amended from time to time. The Bank shall not be responsible or liable for any loss resulting from the investment performance of an investment or reinvestment of funds on deposit in the Preferred Equity Account and shall not be responsible for giving any investment advice.

4. *Security Interest and Set Off*. To secure any obligation, now existing or arising in the future, owed by the Account Holder to FRBNY, including any overdraft amount owed to FRBNY and any service fees, whether now existing or arising in the future, and any expenses FRBNY or its designee may incur to enforce this Account Agreement and to preserve or enforce any security interest FRBNY has been granted under this Account Agreement, the Account Holder grants to FRBNY a security interest in all of the Account Holder's right, title, and interest in the Preferred Equity Account and all cash and other property from time to time credited thereto, as well as proceeds of any investment property. This security interest granted by the Account Holder is in addition to any other security interest the Account Holder has granted to the FRBNY under any other agreement.

   Without limiting the above paragraph, FRBNY may take any action authorized by law to recover the amount of an obligation owed by the Account Holder that is due and payable, including, but not limited to, the exercise of setoff without demand or prior notice, the realization on any available collateral pledged by the Account Holder to FRBNY, and the exercise of any other rights FRBNY may have as a creditor under applicable law. Nothing in this paragraph will apply to, or grant any rights to, any third party.

5. *Instructions*. The Account Holder authorizes the Bank to execute or otherwise act upon authorized and properly authenticated written or electronic instructions or other communications received from the Managing Member or any Designee (as defined below). The Managing Member may request the cancellation of an instruction previously sent to the Bank in writing, provided that such cancellation instruction is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's execution of the original instruction. The Bank will make reasonable efforts to act on any

cancellation instruction so received. The Managing Member may from time to time designate another party (each, a "Designee") as authorized to issue instructions or receive information with respect to the Preferred Equity Accounts by submitting such designation to the Bank in writing setting forth the designated party and the specific actions that such party is authorized to instruct the Bank or specific information that such party is authorized to receive from the Bank.

The Account Holder will from time to time designate individuals, including with respect to any Designee, (each individually, an "Account Holder's Representative" and together the "Account Holder's Representatives") as the only individuals authorized to send the Bank instructions concerning the Preferred Equity Account. All instructions must be transmitted in the format and manner, and include content, as agreed between the Bank and the Managing Member. Each designation of Account Holder's Representatives shall include the names, titles, specimen signatures, email addresses, and phone numbers for each of the Account Holder's Representatives.

6. *Statement of Account.* The Bank will provide a daily Statement of Account to the Managing Member. The Managing Member is responsible for verifying the information on each daily Statement of Account and must promptly notify the Bank of any error in its Statement of Account. If the Managing Member fails to provide written notice to the Bank of an error in its Statement of Account within 30 calendar days of the date of the entry, it is deemed to have approved the entry. The Bank will make reasonable efforts to resolve any discrepancies identified by the Account Holder. The Bank will provide any other account information upon request of the Managing Member to the Managing Member or a Designee in connection with the Operative Documents (as defined in the Credit Agreement).

7. *No Petition*. The Bank 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 Account Agreement, the payment of the Obligations (as defined in the Credit Agreement) and the termination of the Credit Agreement and the Security Documents (as defined in the Credit Agreement) (a) commence or institute against the Account Holder or join with or facilitate any other person in commencing or instituting against the Account Holder, 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 Account Agreement or any of the other Operative Documents or (b) participate in any assignment for benefit of creditors, compositions, or arrangements with respect to the Account Holder's debts. The agreements in this paragraph 7 shall survive the termination of this Account Agreement and the other Obligations and shall also survive the termination of the Credit Agreement and the Security Documents.

8. *Fees*. In addition, the Account Holder will reimburse the Bank for fees incurred in connection with the operation of the Preferred Equity Account at the Bank, which will be invoiced by the Bank and paid by the Account Holder as agreed between the parties. The agreements in this paragraph 8 shall survive the termination of this Account Agreement and

the other obligations under the Credit Agreement and shall also survive the termination of the Credit Agreement and the Security Documents.

9. *Termination*. This Account Agreement shall continue in full force and effect until the Managing Member has notified the Bank in writing that this Account Agreement is to be terminated; provided, however, that this Account Agreement shall not be terminated until there are no obligations outstanding under the Credit Agreement and the other Operative Documents, as agreed in writing by the Secured Party. Upon termination, the Account Holder must provide instructions with respect to the transfer, distribution, or liquidation of any remaining funds or securities in the Preferred Equity Account, in accordance with the Credit Agreement and the other Operative Documents.

10. *Notices*. Any communication intended to affect a party's legal rights or contractual obligations under the Account Agreement, including, without limitation, notices of breach, requests, consents and demands to or upon the respective parties hereto to be effective shall be in writing (including by electronic mail transmission), and, unless otherwise expressly provided herein, must be delivered by messenger, overnight courier service or electronic mail, and shall be deemed to have been duly given or made when delivered, or in the case of notice by electronic mail transmission, when acknowledged by the receiving party or otherwise verified by the sending party (whichever occurs first), addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

Account Holder: TALF II LLC
c/o Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
Attention: , Assistant Vice President
Telephone:
Email: nytalf@ny.frb.org

With a copy by email to legal.notice@ny.frb.org

Bank: Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045
Attention: , Senior Vice President
Telephone:
Email:

With a copy sent by email to legal.notice@ny.frb.org and
communications.cbias@ny.frb.org

The parties do not intend the formalities of this paragraph to inhibit their routine communication about the subject matter or administration of the Account Agreement. The parties may communicate about routine matters in any manner they determine to be efficient

and effective, including telephone and email subject to any Bank requirements for secure communication.

11. *Amendments*. This Account Agreement may be amended, modified, or supplemented by a writing signed by each of the parties hereto.

12. *Counterparts*. This Account Agreement may be executed by one or more of the parties to this Account Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Account Agreement by email shall be effective as delivery of a manually executed counterpart hereof.

13. *Severability*. Any provision of this Account Agreement that is 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 hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. *Applicable Jurisdiction.* Any legal action, suit, or proceeding arising out of, or in connection with, this Account Agreement will be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York. Solely with respect to disputes between the parties to this Account Agreement, the Account Holder submits to the jurisdiction of such court, and waives any objection to venue or inconvenient forum with respect to proceedings brought in such court.

15. *Governing Law*. THIS ACCOUNT AGREEMENT AND THE RIGHTS AND OBLIGATIONS DESCRIBED HEREIN OR ARISING OUT OF THIS ACCOUNT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed this Account Agreement as of the date first written above.

TALF II LLC, as Account Holder

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

By:____ ____
Name
Title: Assistant Vice President

FEDERAL RESERVE BANK OF NEW YORK,
as Bank

By:_____ _____
Name
Title: Executive Vice President