

**AGREEMENT CONCERNING
PREFERRED EQUITY INVESTMENTS FOR THE
TALF II LLC**

This Agreement Concerning Investments (this “Agreement”) is made as of June 16, 2020 pursuant to (i) section 12 of the Amended and Restated Limited Liability Company Agreement of TALF II LLC (the “LLC”) dated as of June 16, 2020 (as it may be amended from time to time, the “LLC Agreement”) between the Federal Reserve Bank of New York (“FRBNY”), as managing member (in such capacity the “Managing Member”) and the United States Department of the Treasury, as preferred equity member (in such capacity the “Preferred Equity Member”); and (ii) section 3 of the Preferred Equity Account Agreement dated as of May 26, 2020 (the “Account Agreement”) between the LLC and FRBNY.

As used herein, “SPV securities” shall have the meaning defined in the Investment Memorandum of Understanding dated as of June 16, 2020 (the “Investment MOU”) among the LLC, the Secretary of the Treasury and FRBNY, as secured party under the Security Agreement referenced and defined in the Investment MOU (in such capacity, the “Secured Party”); and “Preferred Equity Account” means, collectively, the deposit account and the securities account established pursuant to the Account Agreement for the purpose of holding all or part of the Preferred Equity Member’s equity contribution to the LLC.

The Managing Member and the Preferred Equity Member hereby agree as follows:

The Managing Member will, as soon as reasonably practicable, initially invest 85% of the amount transferred by the Preferred Equity Member to the Preferred Equity Account in SPV securities issued pursuant to the Investment MOU, but without prejudice to the Managing Member’s right to redeem such SPV securities at any time following such initial investment in accordance with the Investment MOU; and

Any remaining amounts in the Preferred Equity Account (those not invested in SPV securities) are intended to provide a cash buffer for the liquidity needs of the LLC. The Managing Member will hold these amounts in cash or in such other instruments as may be further agreed from time to time in writing in accordance with section 12 of the LLC Agreement and section 3 of the Account Agreement. However, no further agreement is required for the LLC to invest additional amounts in SPV securities issued pursuant to the Investment MOU.

The agreements contained herein may be changed or supplemented from time to time as agreed in writing in accordance with section 12 of the LLC Agreement and section 3 of the Account Agreement.

FEDERAL RESERVE BANK OF NEW YORK,
As Managing Member

By:

Name:
Title: Assistant Vice President

UNITED STATES DEPARTMENT OF THE TREASURY,
As Preferred Equity Member

By:

Name:
Title: Under Secretary for International Affairs

Consented to:

FEDERAL RESERVE BANK OF NEW YORK,
As Secured Party

By:

Name:
Title: Executive Vice President

FEDERAL RESERVE BANK OF NEW YORK,
As Managing Member

By:

Name:
Title: Assistant Vice President

UNITED STATES DEPARTMENT OF THE TREASURY,
As Preferred Equity Member

By:

N:
Title: ~~Under~~ Secretary for International Affairs

Consented to:

FEDERAL RESERVE BANK OF NEW YORK,
As Secured Party

By:

Name:
Title: Executive Vice President