

UNITED STATES DEPARTMENT OF THE TREASURY

October 15, 2012

Marathon Legacy Securities Public-Private Investment Partnership, L.P.



The Bank of New York Mellon



Written Consent to the Amendment of Custodial Agreement, Valuation Administration Agreement and Collateral Administration Agreement (this “Written Consent”)

Ladies and Gentlemen:

Reference is made to the Loan Agreement, dated as of the date set forth on Schedule A thereto, by and among Marathon Legacy Securities Public-Private Investment Partnership, L.P, as borrower (the “Borrower”), The Bank of New York Mellon, as administrative agent (in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, the “Collateral Agent”), and The United States Department of the Treasury, as lender (in such capacity, the “Lender”) (the “Loan Agreement”).

Reference is also made to the following agreements related to the Loan Agreement:

A. The Custodial Agreement (the “Custodial Agreement”), dated as of the date set forth in Schedule A to the Loan Agreement, by and among the Borrower, the Administrative Agent, the Collateral Agent and The Bank of New York Mellon, as custodian for the Borrower and the Agents (in such capacity, the “Custodian”);

B. The Valuation Administration Agreement (the “Valuation Administration Agreement”), dated as of the date set forth in Schedule A to the Loan Agreement, by and among the Borrower, and The Bank of New York Mellon, in its capacity as valuation agent (in such capacity, the “Valuation Agent”);

C. The Collateral Administration Agreement (the “Collateral Administration Agreement”), dated as of the date set forth in Schedule A to the Loan Agreement, by and among the Borrower, and The Bank of New York Mellon, in its capacity as collateral administrator (in such capacity, the “Collateral Administrator”);

D. The Guarantee and Security Agreement (the “Guarantee and Security Agreement”), dated as of the date set forth in Schedule A to the Loan Agreement, the Borrower, the Lender and The Bank of New York Mellon, as Administrative Agent and Collateral Agent; and

E. The Amended and Restated Limited Partnership Agreement of the Borrower (the “LPA”), to which The United States Department of the Treasury (“UST”) is a party.

Capitalized terms used but not defined herein have the meanings set forth in the Loan Agreement.

WHEREAS, each of the Custodial Agreement, Valuation Administration Agreement and Collateral Administration Agreement provides that such agreement will continue in effect so long as the Loan Agreement remains in effect with respect to the Loans (as defined in the Loan Agreement);

WHEREAS, the parties hereto have determined that it would be desirable to continue each of such agreements in effect beyond the date that the Loans may be fully repaid;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendment to Custodial Agreement. Section 9.1 of the Custodial Agreement is hereby amended to read in its entirety as follows:

SECTION 9.1. Term. Unless this Agreement has been previously terminated in accordance with Section 9.2 hereof, this Agreement shall continue in effect until the distribution of all of the assets of the Borrower, except that the Borrower, with the written consent of UST, at any time following the payment in full of the Loans may specify a longer or shorter term by written notice to the Custodian.

2. Amendment to Valuation Administration Agreement. Section 6 of the Valuation Administration Agreement is hereby amended to read in its entirety as follows:

6. Term. Unless this Agreement has been previously terminated in accordance with Section 7 hereof, this Agreement shall continue in effect until the distribution of all of the assets of the Borrower, except that the Borrower, with the written consent of UST, at any time following the payment in full of the Loans may specify a longer or shorter term by written notice to the Valuation Agent.

Borrower and UST acknowledge that the extension of the term of the Valuation Administration Agreement as provided herein satisfies the requirement set forth in Section 4.6 of the LPA.

3. Amendment to Collateral Administration Agreement. Section 6 of the Collateral Administration Agreement is hereby amended to read in its entirety as follows:

6. Term. Unless this Agreement has been previously terminated in accordance with Section 7 hereof, this Agreement shall continue in effect until the distribution of all of the assets of the Borrower, except that the Borrower, with the written consent of UST, at any time following the payment in full of the Loans may specify a longer or shorter term by written notice to the Collateral Administrator.

4. Governing Law. This Written Consent shall be governed by and construed in accordance with the laws of (i) with respect to the amendment of the Custodial Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Custodial Agreement), the laws specified in Section 8.3 of the Custodial Agreement, (ii) with respect to the amendment of the Valuation Administration Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Valuation Administration Agreement), the law specified in Section 10 of the Valuation Administration Agreement and (iii) with respect to the amendment of the Collateral Administration Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Collateral Administration Agreement), the law specified in Section 10 of the Collateral Administration Agreement.

5. Submission to Jurisdiction; Waivers and Waiver of Jury Trial. The parties agree that the following sections of the Custodial Agreement, Valuation Administration Agreement and Collateral Administration Agreement shall apply to this Written Consent: (i) with respect to the amendment of the Custodial Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Custodial Agreement), Section 8.5 and Section 8.6 of the Custodial Agreement, (ii) with respect to the amendment of the Valuation Administration Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Valuation Administration Agreement), Section 12 and Section 13 of the Valuation Administration Agreement and (iii) with respect to the amendment of the Collateral Administration Agreement and with respect to Section 7 of this Written Consent (to the extent such Section 7 relates to the payment of compensation pursuant to the Collateral Administration Agreement), Section 12 and Section 13 of the Collateral Administration Agreement.

6. Counterparts and Facsimile. This Written Consent may be executed by one or more parties to this Written Consent on any number of separate counterparts. Each counterpart shall be deemed to be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

7. Payment of Expenses. The signatories hereto hereby agree that following the termination of the Loan Agreement and notwithstanding Section 7.3 of the Custodial Agreement, Section 3 of the Valuation Administration Agreement, Section 10.5 of the Guaranty and Security

Agreement and Section 3 of the Collateral Administration Agreement: (i) future payments of any and all outstanding expenses included in clauses (a)(i) through (a)(v) of the definition of Borrower Administrative Expenses, as defined in the Loan Agreement (the “Expenses”), will be paid directly by the Borrower to the Administrative Agent, Collateral Agent, Custodian, Valuation Agent and Collateral Administrator, as applicable, rather than as Borrower Administrative Expenses payable pursuant to the Loan Agreement for so long as the applicable agreement (i.e., the Guaranty and Security Agreement, Custodial Agreement, Valuation Administration Agreement or Collateral Administration Agreement, as the case may be) remains in effect, (ii) the payment of the Expenses will occur on the 10th Business Day of each month, or if such day is not a Business Day on the next Business Day and (iii) to the extent any Expenses remain due to the Administrative Agent, Collateral Agent, Custodian, Valuation Agent or Collateral Administrator on the date of a requested distribution pursuant to the LPA, such outstanding Expenses shall be paid from the assets of the Borrower prior to any such distribution. Solely with respect to this Section 7 with respect to the period following the Maturity Date as well as when used in connection with the Guaranty and Security Agreement, Custodial Agreement, Valuation Administration Agreement or Collateral Administration Agreement, as amended hereby, with respect to any period following the Maturity Date, Collection Period shall mean each calendar month, except that for such purposes the calendar month in which the Maturity Date occurs, there will be two Collection Periods with the first such Collection Period ending on the Maturity Date and the second such Collection Period commencing on the day following the Maturity Date and ending on the last day of such calendar month.

8. No Partnership or Joint Venture. Nothing contained in this Agreement (i) shall constitute any of the parties hereto as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them or (iii) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the other.

9. Concerning the Administrative Agent, Collateral Agent, Custodian, Valuation Agent and Collateral Administrator. In connection with this Written Consent each of the Administrative Agent, Collateral Agent, Custodian, Valuation Agent and Collateral Administrator shall be entitled to the benefit of every provision of the Transaction Documents limiting the liability of or affording rights, benefits, protections, immunities or indemnities to such entity with respect to its activities under the Guaranty and Security Agreement, Custodial Agreement, Valuation Administration Agreement or Collateral Administration Agreement, as applicable, as if they were expressly set forth herein *mutatis mutandis*.

If the foregoing terms and conditions are acceptable to you, please execute and return this Written Consent to us.

UNITED STATES DEPARTMENT OF THE
TREASURY, as Lender (and Controlling Party, as
defined in the Guarantee and Security Agreement)

By: 

Name: Timothy G. Massad

Title: Assistant Secretary for Financial Stability

Signature Page to Written Consent (Marathon)

ACCEPTED AND AGREED:

MARATHON LEGACY SECURITIES PUBLIC-PRIVATE INVESTMENT PARTNERSHIP,
L.P., as Borrower



THE BANK OF NEW YORK MELLON, as Custodian, Administrative Agent, Collateral Agent,
Valuation Agent and Collateral Administrator

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

MARATHON LEGACY SECURITIES PUBLIC-PRIVATE INVESTMENT PARTNERSHIP,
L.P., as Borrower



THE BANK OF NEW YORK MELLON, as Custodian, Administrative Agent, Collateral Agent,
Valuation Agent and Collateral Administrator



Signature Page to Written Consent (Marathon)