

March 3, 2009

TALF LLC  
c/o Federal Reserve Bank of New York, as Managing Member  
33 Liberty Street  
New York, New York 10045  
Attention:  
Email:

**Re: Fee Letter in Respect of the TALF Administration Agreement and the TALF Collateral Account Control Agreement**

Ladies and Gentlemen:

We hereby refer to: (i) the Administration Agreement among TALF LLC, Federal Reserve Bank of New York as managing member of TALF LLC and The Bank of New York Mellon (“**BNYM**”) as administrator (the “**Administrator**”) dated as of March 3, 2009 and (ii) the Collateral Account Control Agreement between TALF LLC as pledgor and BNYM as secured party and as securities intermediary (the “**Securities Intermediary**”) dated as of March 3, 2009, each such agreement referred to in (i) and (ii) above (as each of the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Agreements**” and each an “**Agreement**”).

This Fee Letter sets forth certain fees, costs and expenses payable in connection with each of the Agreements. Capitalized terms used but not otherwise defined herein have the meanings assigned thereto in the Agreements. To the extent there is any inconsistency between any Agreement and this Fee Letter, such Agreement shall govern.

In consideration of BNYM’s execution and delivery of each Agreement and the performance by it of its obligations thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TALF LLC and BNYM hereby agree that TALF LLC shall pay to BNYM fees in the amounts and manner set out below (the “**Fees**”). TALF LLC shall pay the Fees to BNYM in accordance with the terms hereof, and in accordance with the Waterfall. The fee arrangement set out in this Fee Letter will remain in effect until termination of the related Agreement or upon the resignation of BNYM (or its relevant affiliate) as Administrator or Securities Intermediary, as applicable.

1. The Fees in respect of each monthly period during the term of the Agreements shall be an amount in U.S Dollars, payable monthly in arrears and calculated in accordance with the Waterfall and the following formula:

(a) the product sum, based on the outstanding aggregate unpaid principal balance of the Collateral as defined in the Security Agreement, of:

\$0 – 20,000,000,000	0.850 basis points
\$20,000,000,001 - \$40,000,000,000	0.350 basis points
\$40,000,000,001 - \$80,000,000,000	0.125 basis points
\$80,000,000,001 and up	0.100 basis points

(b) provided that the minimum aggregate monthly Fee in respect of each calendar month shall be \$35,000.

2. BNYM shall calculate the amounts payable by TALF LLC pursuant to this Fee Letter.
3. The Fees shall be exclusive of value added taxes (if any is or becomes payable in respect of BNYM's services under the Agreements).
4. Pursuant to Section 2.01(a)(iii) of the Administration Agreement, BNYM shall provide the Controlling Party with an itemized invoice on the Payment Determination Date showing the basis for which compensation is requested. The invoice must contain sufficient detail for the Controlling Party to assess the appropriateness of the charges. If the Controlling Party disputes all or a portion of any invoice, the Controlling Party will notify BNYM in writing of the specific reason and amount of any dispute and the undisputed amount shall be paid in the manner set forth above. The parties will work together, in good faith, to resolve any disputes as soon as reasonably practicable, and TALF LLC will pay the amount, if any, agreed by the parties based on the resolution.

Payment of any amount of unpaid Fees outstanding hereunder by TALF LLC to BNYM as calculated in accordance with this Fee Letter shall constitute a full discharge of TALF LLC's payment obligations to BNYM with respect to such Fees under each relevant Agreement.

No amendment or waiver of this Fee Letter shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such amendment or waiver shall be effective only to the extent of the specific purpose for which given. This Fee Letter shall be binding upon and inure to the benefit of TALF LLC, BNYM and their respective successors and assigns permitted under each relevant Agreement.

This Fee Letter shall be construed in accordance with and governed by the laws of the State of New York.

This Fee Letter may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Fee Letter by signing any such counterpart.

This Fee Letter, together with the Agreements (i) set forth the entire understanding of the parties relating to the BNYM Fees, (ii) represent the only fees

payable under the Agreements and (iii) supersede and cancel any prior communications, understandings and agreements between the parties hereto.

Please indicate your agreement with the foregoing by signing (where indicated below) each of the three enclosed copies of this Fee Letter and returning one original to BNYM retaining one for your records.

*[Remainder of page intentionally left blank.]*

Yours sincerely,

THE BANK OF NEW YORK MELLON,  
as Administrator

THE BANK OF NEW YORK MELLON,  
as Securities Intermediary

[Signature Page to Fee Letter]

Accepted and Agreed by:

TALF LLC

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

[Signature Page to Fcc Letter]

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