

AMENDMENT NO. 3

TO

FACILITY PURCHASE AGREEMENT

THIS AMENDMENT NO. 3 (this “**Amendment**”) is entered into as of September 26, 2017 (the “**Amendment No. 3 Date**”), by and among UNITED STATES DEPARTMENT OF THE TREASURY (“**Applicant**”), EACH OF THE FINANCIAL INSTITUTIONS SET FORTH ON THE SIGNATURE PAGES HERETO (each an “**Issuing Bank**” and collectively, the “**Issuing Banks**”) and CITIBANK, N.A., as Administrative Agent for the Issuing Banks (in such capacity, “**Administrative Agent**”).

BACKGROUND

Applicant, Administrative Agent and the Issuing Banks are parties to a Facility Purchase Agreement dated as of September 3, 2010 (as amended by that certain Amendment No. 1 to Facility Purchase Agreement, dated March 4, 2013, as amended by that certain Amendment No. 2 to Facility Purchase Agreement, dated as of March 31, 2015 and as amended hereby, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) pursuant to which the Issuing Banks issued the Letter of Credit and made certain other financial accommodations to Applicant.

Applicant has requested that Administrative Agent and Issuing Banks make certain amendments to the Purchase Agreement, and Administrative Agent and Issuing Banks are willing to do so on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of any letter of credit, advance or other grant of credit heretofore or hereafter made to or for the account of Applicant by Administrative Agent and the Issuing Banks (or any of them) pursuant to the terms of the Purchase Agreement and in consideration for the premises and the mutual agreements, representations and warranties set forth therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. *Definitions.* All capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. *Amendments to Purchase Agreement.* The Purchase Agreement is amended as follows:

(a) Section 2.01(a)(i)(3) is amended in its entirety by inserting the following in lieu thereof:

(3) to reduce the Available Amount of the Letter of Credit from \$100,000,000 to \$27,000,000 by amending the Letter of Credit to reflect such change (such amendment, the “**LC Amendment**”), effective as of the Amendment No. 3 Date or, if later, the date on which the Beneficiary countersigns the LC Amendment (the “**LC Amendment Date**”) and

(b) Section 2.03(d) of the Purchase Agreement is amended by deleting the first sentence of such Section in its entirety and inserting the following in lieu thereof:

If after giving effect to any increase in the Unused Commitment Fee Rate and the L/C Fee Rate of any Issuing Bank pursuant to clause (c) above, (i) such Issuing Bank’s L/C Fee Rate (excluding any portion thereof applicable to Claims Processor and Trustee Costs) is increased in the aggregate to more than ■ basis points or (ii) the aggregate annual amount of Unused Commitment Fees and L/C Fees would exceed ■ (such excess, the “Excess Rate

Amount”), then Applicant and each affected Issuing Bank (which, in the case of clause (ii) above, shall include all Issuing Banks) shall undertake in good faith to negotiate a resolution for compensating such Issuing Bank for the Excess Rate Amount.

(c) Effective as of the LC Amendment Date, the current Schedule 2.01 (Commitments and Applicable Percentages) is deleted and replaced with Schedule 2.01 attached hereto.

3. *Effectiveness.* This Amendment is being entered into in accordance with Section 10.01 of the Purchase Agreement and shall become effective as of the date first written above.

4. *Representations and Warranties.* Applicant hereby represents and warrants as follows:

(a) This Amendment and the Purchase Agreement, as amended hereby, constitute legal, valid and binding obligations of Applicant and are enforceable against Applicant in accordance with their respective terms.

(b) Applicant hereby reaffirms all covenants, representations and warranties made in the Purchase Agreement, as amended hereby, and agrees that all such covenants, representations and warranties shall be deemed to have been remade as of the date of this Amendment.

(c) No Event of Default or Default has occurred and is continuing or would exist after giving effect to this Amendment.

5. *Effect on Purchase Agreement.*

(a) Each reference in the Purchase Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically amended herein, the Purchase Agreement, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party to the Purchase Agreement, nor constitute a waiver of any provision of the Purchase Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

6. *Governing Law.* This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the federal laws of the United States of America if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York.

7. *Headings.* Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. *Counterparts; Facsimile.* This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first written above.

**UNITED STATES DEPARTMENT OF THE
TREASURY**



By: _____

Name: Lorenzo Rasetti

Title: Chief Financial Officer

CITIBANK, N.A., as Administrative Agent and
Issuing Bank

By: _____

Name:

Title

COMMITMENTS AND APPLICABLE PERCENTAGES

Issuing Bank	Commitments	Applicable Percentages
Citibank, N.A.	\$27,000,000	100.000000000%
TOTAL	\$27,000,000	100.000000000%