

## CONFIDENTIAL

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### ACCOUNT CONTROL AGREEMENT

THIS ACCOUNT CONTROL AGREEMENT (as the same shall be amended, modified or supplemented in accordance with the terms hereof, this “**Agreement**”) is made and entered into as of [\_\_\_\_], 202[ ] by and among [\_\_\_\_], a [\_\_\_\_] (the “**Company**”), the Federal Deposit Insurance Corporation (in any capacity, the “**FDIC**”), as receiver of the Failed Bank (as defined in the Security Agreement defined below) (in such capacity, the “**Receiver**”), acting as Collateral Agent (as defined in the Security Agreement), and [\_\_\_\_], a [\_\_\_\_], (in its individual capacity and/or in its capacity as the “**Paying Agent**” under the Custodial and Paying Agency Agreement referred to herein below, the “**Bank**”). Capitalized terms used and not otherwise defined herein have the meanings assigned thereto in, or by reference in, the Security Agreement (giving effect to Section 1.2 thereof).

WHEREAS, the Company, the Debtors party thereto, and the Receiver, as the PMN Designee and the Collateral Agent, have entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Company has granted the Collateral Agent a first priority security interest in certain accounts created by the Company, as more fully set forth therein; and

WHEREAS, the Company, the Receiver, as the PMN Designee, the Collateral Agent, the Custodian and the Paying Agent, have entered into a Custodial and Paying Agency Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Custodial and Paying Agency Agreement**”), pursuant to which the Company is required to establish and maintain certain accounts with the Bank; and

WHEREAS, the Company has established the following accounts with the Bank in the name of the Company for the benefit of the Collateral Agent, which accounts are to be maintained with the Bank pursuant to the Custodial and Paying Agency Agreement: [the Collection Account (bearing account number [\_\_\_\_]), and the Distribution Account (bearing account number [\_\_\_\_]) (each individually, together with any replacement or substitute account thereof (if any), an “**Account**” and, collectively, the “**Accounts**”);] and

WHEREAS, the Company has assigned by way of collateral security and granted to the Collateral Agent a first priority security interest in the Accounts and all amounts held therein and the proceeds thereof pursuant to the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfers to and from the Accounts; Control; Conflicting Orders or Instructions.

(a) Each party to this Agreement agrees that if at any time the Bank receives any entitlement order or any instruction from the Collateral Agent (i) directing disposition of funds in any Account or (ii) directing transfer or redemption of the financial assets credited to any Account, the Bank shall comply with such entitlement order or instruction without further consent by the Company or any other Person. Without in any way modifying or limiting the foregoing, the Bank also agrees that, at no time prior to the termination of this Agreement shall the Bank, except as expressly set forth in Section 4.1 or Section 5.1 of the Custodial and Paying Agency Agreement, (i) transfer funds from any of the Accounts to the Company without the prior written consent of the Collateral Agent, (ii) invest funds on deposit in any of the Accounts without the prior written consent of the Collateral Agent, or (iii) cause or permit withdrawals from any of the Accounts in any manner not approved by the Collateral Agent in writing. Notwithstanding any other provision of this Agreement (including, without limitation, the immediately preceding sentence), from and after receipt by the Bank of a written notice from the Collateral Agent that the Collateral Agent is thereby exercising exclusive control over the Accounts and the funds and financial assets therein (a "**Notice of Exclusive Control**"), the Bank shall comply with the Collateral Agent's instructions and entitlement orders concerning the disposition and investment of all funds and financial assets in the Accounts without further consent of the Company, and the Bank shall not act on any instruction or entitlement order from any Person other than the Collateral Agent without the prior written consent of the Collateral Agent. Nothing in the foregoing shall, or shall be construed to, limit, impair, or otherwise adversely affect any of the Collateral Agent's rights or remedies under the Security Agreement or any other Transaction Document.

(b) Notwithstanding anything to the contrary contained herein, if at any time the Bank shall receive conflicting orders or instructions from the Collateral Agent and the Company, the Bank shall follow the orders or instructions of the Collateral Agent and not the Company, and in the event of any dispute between the Collateral Agent and Company (including, but not limited to, a dispute relating to the rights of the Collateral Agent to issue a Notice of Exclusive Control), the Bank shall, in all circumstances after a Notice of Exclusive Control has been given, follow the directions of the Collateral Agent and shall not follow the directions of the Company.

Section 2. Accounts. The parties hereby confirm and agree that:

(a) Neither the Bank nor the Company shall change the name or account number of any Account or close any Account without the prior written consent of the Collateral Agent;

(b) Each Account is a “deposit account” (as defined in Section 9-102(a)(29) of the NY UCC) or a securities account (as defined in Section 8-501 of the NY UCC, a “**securities account**”), and the Bank is (i) a “bank” (as defined in Section 9-102(a)(8) of the NY UCC) with respect to each Account that is a deposit account and (ii) a “securities intermediary” (as defined in Section 8-102(a)(14) of the NY UCC) with respect to each Account that is a securities account;

(c) If and to the extent any Account is a securities account:

(i) all securities, financial assets or other property credited to such Account other than cash shall be registered in the name of the Bank, indorsed to the Bank or in blank or credited to another securities account maintained in the name of the Bank. In no case will any financial asset credited to any Account be registered in the name of the Company, payable to the order of the Company or specially indorsed to the Company unless the foregoing have been specially indorsed to the Bank or in blank;

(ii) all financial assets delivered to the Bank pursuant to the Custodial and Paying Agency Agreement will be promptly credited to the appropriate Account;

(iii) the Bank hereby agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to such Account shall be treated as a financial asset;

(iv) the Company is the “entitlement holder” (within the meaning of Section 8-102(a)(7) of the NY UCC) of the “security entitlements” (within the meaning of Section 8-102(a)(17) of the NY UCC) with respect to such Account and each financial asset; and

(v) as set forth in this Agreement, the Collateral Agent shall have “control” (within the meaning of Section 8-106 of the NY UCC) of such Account.

(d) Without limitation of the Collateral Agent’s rights under Section 1 above, from and after receipt of a Notice of Exclusive Control from the Collateral Agent, the Bank shall comply with any stop payment orders given by the Collateral Agent with respect to items presented for payment by the Company;

(e) There are no other agreements entered into between the Bank and the Company with respect to such Account;

(f) The Bank has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other Person relating to such Account and/or any funds or other financial assets held therein or credited thereto pursuant to which it has agreed, or will agree, to comply with entitlement orders (as defined in Section 8-102(a)(8) of the NY UCC, “**entitlement orders**”) or instructions (within the meaning of Section 9-104 of the NY UCC) of such other Person; and

(g) The Bank has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Company purporting to limit or condition the obligation of the Bank to comply with entitlement orders or instructions (within the meaning of Section 9-104 of the NY UCC) of the Collateral Agent as set forth in Section 1 above.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Bank has or subsequently obtains by agreement, by operation of law or otherwise a security interest in any Account or any funds or other financial assets held therein or credited thereto, the Bank hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The funds and other items deposited into any Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any Person other than the Collateral Agent (except that the Bank may set off against any funds on deposit in any Account (i) all amounts due to the Bank in respect of customary fees and expenses for the routine maintenance and operation of any Account (excluding fees payable pursuant to Section 11), (ii) the face amount of any checks which have been credited to such Account but are subsequently returned unpaid because of uncollected or insufficient funds, and (iii) other returned items or mistakes made in crediting such Account).

Section 4. CHOICE OF LAW.

(a) Law Governing this Agreement. EACH PARTY TO THIS AGREEMENT AGREES AND ELECTS THAT, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION, AND EACH PARTY TO THIS AGREEMENT UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT EITHER (1) THE LAWS OF ANY OTHER JURISDICTION GOVERN THIS AGREEMENT OR (2) THE PROVISIONS OF THIS SECTION 4 DO NOT APPLY TO ANY OTHER TRANSACTION DOCUMENT. NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY ANY PARTY TO THIS AGREEMENT.

(b) Location of Financial Institution. Regardless of any provision in any other agreement to the contrary, New York shall be Bank's jurisdiction for purposes of Section 9-304 of the NY UCC and the "securities intermediary's jurisdiction" for purposes of Section 8-110 of the NY UCC.

(c) Law Governing Accounts. Each Account shall be governed by the laws of the State of New York.

Section 5. Conflict with Other Agreements; Amendment.

(a) In the event of any conflict between this Agreement (or any portion hereof) and any other agreement between the Company and the Bank now existing or hereafter entered into, the terms of this Agreement shall prevail.

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto. Anything in this Agreement to the contrary notwithstanding, Section 13 hereof inures to the benefit of, and is enforceable by (without limitation), the FDIC in its corporate

capacity, and said Section 13 may not be modified or waived in relation to the “FDIC” without the prior written consent of the FDIC in its corporate capacity.

Section 6. Adverse Claims. Except for the claims and interests of the Collateral Agent and the Company in each Account, the Bank does not have actual knowledge of any claim to, or interest in, such Account or in any “financial assets”, cash or funds credited thereto. If any Person (other than the Collateral Agent) asserts any Lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against any Account or against any funds or other financial assets held therein or credited thereto, upon a Responsible Officer of the Bank receiving written notice of such Lien, encumbrance or adverse claim, the Bank will promptly notify the Collateral Agent and the Company thereof. For the purposes of this Section 6, a “Responsible Officer” of the Bank means any managing director, director, associate, principal, vice president, assistant vice president, secretary, assistant secretary, treasurer, assistant treasurer, trust officer or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and directly responsible for the administration of this Agreement and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

Section 7. Successors. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns (including, for the avoidance of doubt, the Persons from time to time serving as the Collateral Agent and/or the PMN Designee (in their respective capacities as such)).

Section 8. Notices. All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be delivered (x) in the case of the Collateral Agent, to the applicable electronic mail address specified below and (y) in the case of any other party, to the applicable address or (to the extent electronic mail addresses are provided by any party) electronic mail address of the parties specified below for such Person. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt (or refusal thereof) by the relevant party hereto and (ii) (A) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (C) if delivered by electronic mail, when delivered. In no event shall a voice mail message be effective as a notice, communication, or confirmation hereunder. From time to time, any Person may designate a new address for purposes of notice hereunder by notice to such effect to the other Persons identified below.

**If to the Bank:**

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_

Attention: [\_\_\_\_\_]

Email Address: [\_\_\_\_\_]

**If to the Company:**

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Email Address: [\_\_\_\_\_]

with a copy to:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Email Address: [\_\_\_\_\_]

**If to the Collateral Agent:**

[Federal Deposit Insurance Corporation
Structured Transactions and Oversight Section
3501 North Fairfax Dr.
VA SQ 3701-10038
Arlington, Virginia 22203
Attention:
E-mail Address:

and

Federal Deposit Insurance Corporation
Legal Division
3501 Fairfax Drive, Room VS-E-7056
Arlington, Virginia 22226-3500
Attention: , [Assistant General Counsel]
E-mail Address: ]

Section 9. Termination. The obligations of the Bank to the Collateral Agent pursuant to this Agreement shall continue in effect until the earlier of (i) the date on which the Collateral Agent has notified the Bank of termination of this Agreement in writing or (ii) the date on which the Bank has resigned or been removed under the terms of the Custodial and Paying Agency Agreement and (x) all funds deposited in the Debtor Accounts have been transferred, to the successor to the Bank as Paying Agent, pursuant to Section 9.1(d) of the Custodial and Paying Agency Agreement and (y) such successor Custodian and Paying Agent and the Company (which the Company will do upon demand of the Collateral Agent) have executed and delivered to the Collateral Agent an Account Control Agreement in the form of Exhibit K to the Custodial and Paying Agency Agreement or otherwise satisfactory to the Collateral Agent. The Collateral Agent agrees with the Company to provide a Notice of Termination in substantially the form of Exhibit A

hereto to the Bank on or after the termination of the Collateral Agent's security interest in any Accounts pursuant to, or as otherwise provided by, the terms of the Security Agreement.

Section 10. Limitation of Liability; Indemnification of the Bank. The Company and the Collateral Agent hereby agree that (a) the Bank is released from any and all liabilities to the Company and the Collateral Agent arising from the terms of this Agreement and compliance by the Bank with the terms hereof, except to the extent that such liabilities arise from the Bank's bad faith, willful misconduct or negligence and (b) the Company and its successors and assigns shall indemnify and save harmless the Bank from and against any loss, liability or expense incurred without bad faith, willful misconduct or negligence on the part of the Bank, its officers, directors and agents, arising out of or in connection with the execution and performance of this Agreement or the maintenance of any of the Accounts, including the reasonable actual costs and expenses of defending themselves against any claim or liability in connection with the performance of any of their powers or duties hereunder. The Bank's right to indemnification pursuant to this Section 10 shall survive the termination of this Agreement and the earlier resignation or removal of the Bank.

Section 11. Fees. The Bank shall charge such fees for its services under this Agreement as shall be set forth in a separate agreement between the Bank and the Company, the payment of which fees, together with the Bank's expenses in connection herewith (including, without limitation, attorneys' and agents' fees and expenses), shall be the obligation of the Company. The obligation of the Company to pay the Bank such fees and reimburse the Bank for such expenses shall survive the resignation or removal of the Bank (for all fees and expenses incurred prior to such resignation or removal) or the termination or assignment of this Agreement.

Section 12. Signatures; Electronic Delivery; Counterparts. Transmission by telecopier, facsimile, e-mail, or other form of electronic transmission (including electronic document execution platforms such as DocuSign and Adobe Sign) of an executed counterpart of any Transaction Document will be deemed to constitute due and sufficient delivery of such counterpart. No signatory to such Transaction Document may raise the use of a telecopier machine, facsimile machine, e-mail, or other form of electronic transmission (including electronic document execution platforms such as DocuSign and Adobe Sign) for delivery of any counterpart of a Transaction Document as a defense to the formation or enforceability of such Transaction Document, and each such Person forever waives any such defense. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

Section 13. Jurisdiction; Venue and Service.

(a) Each of the Company and the Bank, for itself and its Affiliates, hereby irrevocably and unconditionally:

(i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC (in any capacity) arising out of, relating to, or in connection with this Agreement or any other Transaction Document, and waives any right to:

- (A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the FDIC (in the capacity in which it is a party in such suit, action, or proceeding) files the suit, action or proceeding without the consent of the FDIC (in the capacity in which it is a party in such suit, action, or proceeding);
- (B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or
- (C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.

(ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the FDIC (in any capacity) arising out of, relating to, or in connection with this Agreement or any other Transaction Document, and waives any right to:

- (A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC (in the capacity in which it is a party in such suit, action or proceeding);
- (B) assert that venue is improper in the Supreme Court of the State of New York; or
- (C) assert that the Supreme Court of the State of New York is an inconvenient forum.

(iii) agrees to bring any suit, action or proceeding by the Company, the Bank, or its Affiliates, against the FDIC (in any capacity) arising out of, relating to, or in connection with this Agreement or any other Transaction Document only in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the FDIC (in the capacity in which it is a party in such suit, action or proceeding), and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the FDIC (in the capacity in which it is a party in such suit, action or proceeding); and

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 13(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without



the consent of the FDIC (in the capacity in which it is a party in such suit, action or proceeding); and

(v) agrees, in any suit, action or proceeding that is brought in the Supreme Court of the State of New York for New York County in accordance with the above provisions of this Section 13(a), to request that such suit, action or proceeding be referred to the Commercial Division of such Court.

(b) Each of the Company and the Bank, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 13(a) may be enforced in any court of competent jurisdiction.

(c) Subject to the provisions of Section 13(d), each of the Company and the Bank, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 13(a) or Section 13(b) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 8 (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 13(c) shall affect the right of any party to serve process in any other manner permitted by Law. Each of the Company and the Bank, in each case on behalf of itself and its Affiliates, further agrees that any such service of writs, process or summonses in any suit, action or proceeding pursuant to Section 13(a) or Section 13(b) on FDIC (in any capacity) is to be in accordance with requirements of applicable Law (including 12 CFR Section 309.7(a)), with additional delivery of a copy of such writ, process or summons to the FDIC (in its applicable capacity(ies)) pursuant to the notice provisions in Section 8.

(d) Nothing in this Section 13 shall constitute consent to jurisdiction in any court by the FDIC (in any capacity) or in any way limit the right of the FDIC (in any capacity) to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

**Section 14. Waiver of Jury.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

**Section 15. Representations and Covenants of the Bank.** The Bank hereby represents and covenants:

(a) Each Account has been established as set forth herein and each Account will be maintained in the manner set forth herein until termination of this Agreement;

(b) Each Account is either (i) a “deposit account” or (ii) a “securities account”;

(c) The Bank agrees, at the written request of the Collateral Agent on any Business Day to make available to the Collateral Agent a report showing the available balance in

each Account as of the beginning of such Business Day, either on-line or by electronic mail, at the Bank's option. The Company expressly consents to this transmission of information.

(d) The Bank is a "bank" within the meaning of Section 9-102(a)(8) of the NY UCC and a "securities intermediary" within the meaning of Section 8-102(a)(14) of the NY UCC;

(e) The Bank is not a "clearing corporation" within the meaning of Section 8-102(a)(5) of the NY UCC; and

(f) This Agreement is the valid and legally binding obligation of the Bank.

Section 16. AML Law. The parties hereto acknowledge that in accordance with such laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the USA Patriot Act (Pub. L. 107-56) and regulations promulgated by the Office of Foreign Asset Control (collectively, "**AML Law**"), the Bank is required to obtain, verify, and record information relating to individuals and entities that establish a business relationship or open an account with the Bank. Each party hereby agrees that it shall provide the Bank with such identifying information and documentation as the Bank may request from time to time in order to enable the Bank to comply with all applicable requirements of AML Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Account Control Agreement to be executed as of the day and year first above written.

[\_\_\_\_\_] , as Company

By: \_\_\_\_\_  
Name:  
Title:

**FEDERAL DEPOSIT INSURANCE  
CORPORATION**, as Receiver of  
[\_\_\_\_\_] , as Collateral  
Agent

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] , as Bank

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**FORM OF NOTICE OF TERMINATION**

[LETTERHEAD OF COLLATERAL AGENT]

[Date]

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Re: Notice of Termination of Account Control Agreement

You are hereby notified that the Account Control Agreement, dated as of [\_\_\_\_\_] 202[\_\_\_] among you, the undersigned and [\_\_\_\_\_] (the “**Company**”), a copy of which is attached hereto (as amended, supplemented or otherwise modified from time to time, the “**Agreement**”), is terminated and that you have no further obligations to the Collateral Agent pursuant to the Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to any of the Accounts from the Company. This notice terminates any obligations you may have to the Collateral Agent with respect to any of the Accounts; provided, however, that nothing contained in this notice shall alter any obligations which you may otherwise owe to the Collateral Agent pursuant to any other agreement. Capitalized terms used but not defined in this notice shall have the meanings given to them in the Agreement.

Very truly yours,

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
IN ITS CAPACITY AS RECEIVER OF**

[\_\_\_\_\_] , as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Acknowledged and Agreed:

[\_\_\_\_\_] , as Company

By: \_\_\_\_\_

Name:

Title: