

**FORM OF LETTER OF AGREEMENT**  
[Letterhead of Borrower]

Date: \_\_\_\_\_

Ms. Wendy Karlon  
Supervision, Regulation, and Credit  
Federal Reserve Bank of Boston  
600 Atlantic Avenue  
Boston, MA 02210

Subject: ABCP MMMF Liquidity Facility

Dear Ms. Karlon:

In consideration of being able to request Advances from you on a Non-Recourse Basis, as described in Attachment 1 to this letter (such Attachment 1 and this letter, together “Letter of Agreement”), and to incur Indebtedness to you pursuant to the Asset-Backed Commercial Paper Money Market Mutual Fund Liquidity Facility (the “AMLF”) authorized by the Board of Governors of the Federal Reserve System (“Board”) on September 19, 2008 under sections 13(3) and 10B of the Federal Reserve Act, we agree to the provisions of your Operating Circular No. 10, effective October 15, 2006, as may be amended (“Circular”) and to the terms and conditions of this Letter of Agreement. To the extent any provision of the Circular is inconsistent with the terms of this Letter of Agreement hereto, the terms of this Letter of Agreement shall govern all Advances made under the AMLF. All capitalized terms used in this Letter of Agreement but not defined herein shall have the meaning specified in the Circular.

Under the AMLF we agree to secure the Advances by pledging items of U.S. dollar denominated asset-backed commercial paper (“ABCP”). Borrower represents and warrants that each such Item pledged:

1. was purchased by Borrower on or after September 19, 2008 from a registered investment company that holds itself out as a money market mutual fund (a “Fund”) under SEC Rule 2a-7 issued under the Investment Company Act of 1940 (“Rule 2a-7”)(all as certified by the Fund to Borrower);
2. was purchased by Borrower at the Fund’s acquisition cost as adjusted for amortization of premium or accretion of discount on the ABCP through the date of its purchase by Borrower (all as certified by the Fund to Borrower);
3. is rated at the time pledged to FRBB, not lower than A1, F1, or P1 nor identified as on “negative watch” by any major rating agency;
4. was issued by an entity organized under the laws of the United States or a political subdivision thereof under a program that was in existence and actively issuing eligible ABCP directly to market investors on September 18, 2008;
5. has a stated maturity that does not exceed 270 days (if pledged by a bank holding company) or 120 days (if pledged by a depository institution);
6. was purchased by Borrower from a Fund that has experienced either a) single day net redemptions that exceeded 5 percent or more of the Fund’s net assets on any day during the 5-business day period prior to the Request for the Advance, or b) multiple day net redemptions over a consecutive period of 5-business days or less (the Redemption Period) that exceeded 10 percent or more of the Fund’s net assets (The request for Advance must occur within 5-business days of the end of the Redemption Period). Borrower shall provide to FRBB appropriate certification by the Fund’s Transfer Agent confirming such net outflows as set forth in the published terms and conditions which supplement this Letter of Agreement.

Each Advance shall comprise the monies advanced on a single day with respect to specific issue(s) of ABCP maturing on the same date. Each Advance shall be in a principal amount equal to the Amortized Cost of all Items pledged to secure that Advance, as these terms are defined in Attachment 1. Multiple Advances may be made on the same day with respect to the ABCP with different maturity dates and different times of delivery to the FRBB. The rate of interest for each Advance shall be the rate for discounts and advances under the Primary Credit Program at the time of the Advance and that rate shall be fixed for that Advance until the maturity of the Advance.

Failure to meet any of the foregoing requirements may, at the discretion of the Federal Reserve Bank of Boston ("FRBB"), void the non-recourse provisions relating to the non-conforming ABCP, i.e. FRBB's rights shall be full recourse with respect to that portion of any Advance equal to the Amortized Cost of the non-conforming ABCP, and may, at the discretion of FRBB, result in Borrower's disqualification from participating in the AMLF.

We agree that Advances made under the AMLF may not be prepaid in full or in part except in the event of bankruptcy or receivership of Borrower. We also agree that, for a Borrower that is a depository institution, no Advance under the AMLF may exceed a term of 120 days and the maturity of the underlying pledged ABCP may not exceed 120 days. Moreover, we understand that under the AMLF no new extensions of credit may be made after February 1, 2010, unless authorized by the Board.

We further agree to the procedures and requirements and terms and conditions of the AMLF that may be published and supplemented by the FRBB at its discretion, including conditions regarding safekeeping of the ABCP, provided that such terms and conditions were published or supplemented prior to the date of the Advance as to which the terms and conditions are being imposed.

If Borrower does not have an Account with any Federal Reserve Bank, it hereby agrees to the provisions of the Correspondent Credit and Payment Agreement, currently an ancillary agreement appended to the Circular, and designates \_\_\_\_\_ as "Correspondent" under that agreement.  
Name of Agent/Correspondent

The following individuals are permitted to provide instructions, pledge collateral to and/or request Advances from FRBB under the AMLF.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

[If required] Enclosed is a certified copy of the resolution that you requested which contains the name, title, and signature of those persons authorized to request Advances from and to pledge ABCP to you.

Any notices required under this Circular or this Letter of Agreement may be directed to the following department(s):

[List department(s) and address(es)].

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Full Legal Name of Borrower

By: \_\_\_\_\_  
Signature(s) of individual(s) authorized to sign documents  
on behalf of Borrower as provided in the Authorizing Resolution

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Name(s)

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Title(s)

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Date

For Borrowers who do not have an account with a Federal Reserve Bank:

For the purposes of the AMLF, we agree to act as Agent/Correspondent for Borrower named above and, as such, to be bound by the provisions relating to a Correspondent in the Correspondent Credit and Payment Agreement (“Correspondent Agreement”), currently an ancillary agreement attached to your Circular, as may be amended. Pursuant to paragraph 3.1 of the Correspondent Agreement, we are furnishing below a list of individuals to whom you may provide an advice of credit or debit entries made under the Correspondent Agreement for the AMLF. These individuals are also authorized to instruct you not to debit our account or to reverse a debit in accordance with Paragraph 5 of the Correspondent Agreement. We may amend this list from time to time.

\_\_\_\_\_  
Name(s) of Agent/Correspondent

By: \_\_\_\_\_  
Authorized signature(s)

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Date

Individuals permitted to receive notification of credit or debit entries described in the Correspondent Agreement and authorized to instruct us not to debit the Correspondent Account or to reverse a debit: [list between 3 and 5 employees]

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

Attachment 1  
(to Letter of Agreement)

Non-Recourse Basis

This Attachment 1 sets forth certain terms and conditions relating to, among other things, the non-recourse status of credit extended to a Borrower under the AMLF.

For purposes of the Letter of Agreement and this Attachment 1, the “Amortized Cost” of any item of eligible ABCP pledged to secure an Advance made under the AMLF (each, an “Item”) shall be Borrower’s acquisition cost of that Item, as adjusted for amortization of premium or accretion of discount on that Item from the date of its purchase by Borrower through the date of its pledge to the Bank.

Each specific Advance under the AMLF shall be due and payable on the date that the Items pledged to secure such Advance are scheduled to mature and become payable (each, a “Maturity Date”).

1. On the Maturity Date, Borrower shall repay each Advance maturing on such date in an aggregate amount equal to the Amortized Cost (on the date on which that Advance was made) of each Item pledged to secure such Advance that shall have been paid by, or on behalf of, the issuer of that Item on the Maturity Date (each, a “Performing Item”) and interest on each such Advance shall be debited from Borrower’s account as provided in paragraph 4 below. Borrower shall not be obliged to repay any portion of any Advance corresponding to the Amortized Cost of any Item that shall not have been paid by, or on behalf of, the issuer of that Item on the Maturity Date (“Non-performing Items”).
2. Upon the Bank’s receipt of payment of that portion of any Advance equal to the aggregate Amortized Cost of all Performing Items and upon the transfer specified in paragraph 3 below, Borrower’s obligations under the Advance made pursuant to the AMLF shall be deemed discharged and released in full.
3. On the Maturity Date, all of Borrower’s right, title and interest in any Non-performing Items shall be transferred to the Bank, without further recourse to Borrower. Borrower hereby covenants and agrees to notify the securities intermediary holding on its behalf each such Non-performing Item to transfer that Item to such account as the FRBB shall designate with the appropriate clearing agency not later than the business day in New York City next following the Maturity Date and until such transfer is made Borrower shall hold such Non-performing Item in trust for the FRBB.
4. Interest on each Advance shall accrue daily against Borrower’s account with the FRBB in the normal way and shall be debited from Borrower’s account on the Maturity Date. In the event that an Item is a Non-performing Item, FRBB will not charge Borrower’s account the amount of accrued interest on the portion of the Advance corresponding to the Amortized Cost of that Non-performing Item.