

Key Provisions

Control Agreement among [●] (the “**Secured Party**”), each fund entity identified on Exhibit A (each such entity individually and not collectively, the “**Lien Grantor**”) and [●] solely in its capacity as custodian to the Lien Grantor (the “**Custodian**”).

WHEREAS, each Lien Grantor and the Secured Party have entered into an ISDA Master Agreement (each an “**ISDA Master Agreement**”), and a Credit Support Annex (each a “**Credit Support Annex**”) pursuant to which certain assets consisting of [●] (as defined below) to the extent acceptable as collateral under the applicable Credit Support Annex in respect of the “**Independent Amount**” (as such term is defined in the applicable Credit Support Annex) will be deposited in the Accounts.

WHEREAS, each Lien Grantor has granted to the Secured Party a continuing security interest (the “**Lien**”) in all right, title and interest of the Lien Grantor in, to and under the Accounts (as defined below) which are listed in Exhibit A therewith as the Secured Party.

1. Definitions.

“**Accounts**” means, collectively, the Securities Account and the Deposit Account.

“**Collateral Instruction**” means any instruction directing the disposition of funds in the applicable Lien Grantor's Deposit Accounts or any entitlement order with respect to Securities in the applicable Lien Grantor's Securities Accounts, as applicable.

“**Early Termination Date**” shall have the meaning set forth in the ISDA Master Agreement.

“**Event of Default**” shall have the meaning set forth in the ISDA Master Agreement.

“**Defaulting Party**” means the party named as such in any Notice of Exclusive Control effectively delivered under Section ___.

“**Non-Defaulting Party**” means the party that delivers a Notice of Exclusive Control in accordance with Section ___.

“**Notice of Exclusive Control**” means a notice substantially in the form of Exhibit ___ representing that: (i) an Event of Default has occurred and is continuing, or (ii) an Early Termination Date has occurred or has been effectively designated in respect of the Defaulting Party by the party providing such notice under the ISDA Master Agreement between the Lien Grantor and the Secured Party.

2. Establishments of Accounts. [SEGREGATED SECURITIES AND DEPOSIT ACCOUNTS ARE ESTABLISHED AT THE CUSTODIAN.]

Each Lien Grantor, from time to time, shall instruct the Custodian, to segregate Independent Amounts which are pledged for the benefit of Party A. Such Independent Amounts (other than Independent Amounts consisting of U.S. cash) shall be identified and segregated on the Custodian's books and records under the name “[Name of Lien Grantor] for the benefit of [Name of Secured Party]” (each, a “Securities Account”). The Custodian shall identify and segregate in a separate deposit account (as defined in Section [●] of the UCC) any Independent Amounts consisting of U.S. cash and hold it under the name “[Applicable Lien Grantor] for the benefit of [Insert name of Secured Party]” (each, a “Deposit Account”);

3. Instructions.

Other than in connection with a Lien Grantor Permitted Instruction [THESE ARE CERTAIN INSTRUCTIONS THAT ONLY HAVE TO BE SIGNED BY THE LIEN GRANTOR TO BE EFFECTIVE] and a Secured Party Permitted Instruction [THESE ARE CERTAIN ISTRUCTIONS THAT ONLY HAVE TO BE SIGNED BY THE SECURED PARTY TO BE EFFECTIVE], the Lien Grantor hereby instructs the Custodian (under [●] of the UCC) to comply with a Collateral Instruction only if such Collateral Instruction is duly executed by both the applicable Lien Grantor and the Secured Party, unless and until the Custodian receives a Notice of Exclusive Control.

The Lien Grantor and the Secured Party agree that the Custodian shall not be responsible for refraining to act on any Collateral Instruction that is not a Lien Grantor Permitted Instruction or Secured Party Permitted Instruction if such Collateral Instruction is sent without the signature of an authorized person of the Lien Grantor and the Secured Party as required by this Section.

4. Notice of Exclusive Control.

After the Custodian receives a Notice of Exclusive Control from either the Lien Grantor or the Secured Party substantially in the form of Exhibit __, the Custodian will as soon as reasonably possible under the circumstances after receipt by the Custodian of a Notice of Exclusive Control, follow only Collateral Instructions signed and delivered solely by the Non-Defaulting Party in connection with the Accounts and shall comply with any such Collateral Instruction received from the Non-Defaulting Party without further consent of the Defaulting Party, and the Custodian will not comply with any Collateral Instruction concerning the Accounts originated by the Defaulting Party.

Each Party agrees to provide the Custodian, in the form of Exhibit __, the names and signatures of authorized persons who may give notices, instructions or entitlement orders, concerning the Accounts.

In the event that the Custodian receives a Notice of Exclusive Control from the Lien Grantor and the Secured Party on the same day, the Custodian shall follow the instructions or entitlement orders of the party whose notice is delivered first on that day, as determined solely by the Custodian.

The Lien Grantor and the Secured Party shall send a copy of any Notice of Exclusive Control to the other party contemporaneously with the delivery of such Notice of Exclusive Control to the Custodian, provided that any failure to deliver such copy to the other party shall not affect the validity of such Notice of Exclusive Control with respect to the Custodian.

5. Duties and Services of Custodian.

The Custodian shall have no responsibility for determining the adequacy of any Independent Amounts, required under each ISDA Master Agreement and Credit Support Annex, nor will it assume responsibility for any calculations related to any Independent Amounts, under any ISDA Master Agreement and Credit Support Annex.

The Custodian shall have no duties, obligations, responsibilities or liabilities with respect to the Accounts except as and to the extent expressly set forth in this Control Agreement and no implied duties of any kind shall be read into this Control Agreement against the Custodian including, without limitation, exercise or enforce rights in the Accounts. The Custodian shall have no liability or responsibility hereunder for actions taken with respect to the Lien Grantor's custodial account that is

not subject to this Control Agreement and for actions properly taken at the direction of or in accordance with duly executed Collateral Instructions including Lien Grantor Permitted Instructions and Secured Party Permitted Instructions given hereunder with respect to the Accounts. Notwithstanding any provision herein to the contrary, the Custodian makes no representation or warranty with respect to the creation, perfection or enforceability of any security interest in the Accounts.

The Custodian shall have no responsibility or liability to the Secured Party or the Lien Grantor for complying with a Notice of Exclusive Control concerning the Accounts. The Custodian shall have no duty to investigate or make any determination to verify that (i) an Event of Default has actually occurred and is continuing or (ii) an Early Termination Date occurred or has been effectively designated in accordance with the applicable ISDA Master Agreement.

The Custodian shall have no responsibility or liability for acting in accordance with any judicial or arbitration process, order, writ, judgment, or decree relating to the Accounts subject to this Control Agreement notwithstanding that such order or process is subsequently modified, vacated or otherwise determined to have been without legal force or effect.

[Indemnity Redacted]

6. Force Majeure; Special Damages.

The Custodian shall not be liable for acts beyond its control or indirect, consequential or special damages, even if the Custodian has been advised of the possibility or likelihood of such damages.

7. Termination.

The obligations of the Custodian hereunder in connection with each Account shall continue in effect until any of the following events occurs;

- (i) [Termination by mutual consent]
- (ii) within __ days after the delivery of a Notice of Exclusive Control, the Non-Defaulting Party notifies the Custodian in writing that the relevant ISDA Master Agreement and Credit Support Annex has been terminated and gives at least __ days prior notice of the date termination of this Control Agreement shall be effective. The termination notice shall include Collateral Instructions to transfer the balance of each Account as directed solely by the Non-Defaulting Party.
- (iii) [Termination at the request of the Custodian]

EXHIBIT

NOTICE OF EXCLUSIVE CONTROL

As per the terms of the Control Agreement, we will hereafter exercise exclusive control over deposit account number _____ and securities account number _____ (collectively, the “**Accounts**”). Effective immediately (i) you shall not follow any instructions or entitlement orders with respect to the Account held by you from [Name of Lien Grantor/Secured Party, as applicable] (the “**Defaulting Party**”); and (ii) shall unless and until otherwise expressly instructed in writing by the undersigned, exclusively follow the entitlement orders and instructions of the undersigned with respect to such Accounts.

You are instructed to sign the acknowledgement below and deliver a copy of this notice and the acknowledgement by facsimile or email to us as the Non Defaulting Party and the Defaulting Party.

Very truly yours,

[Name of Lien Grantor/Secured Party, as applicable]

By: _____
Authorized Signatory

Date: _____

EXHIBIT

RECEIPT OF THE NOTICE OF EXCLUSIVE CONTROL

The undersigned, an authorized officer of the Custodian hereby certifies that it has received Notice of Exclusive Control dated ____ ____, 200__

The Notice of Exclusive Control been delivered by [Name of Lien Grantor/Secured Party, as applicable] on the date and time set forth below.

Pursuant to the terms of the Control Agreement: (i) the Custodian shall not follow any instructions or entitlement orders with respect to the Account held from [Name of Lien Grantor/Secured Party, as applicable]; and (ii) shall unless and until otherwise expressly instructed in writing by [Name of Lien Grantor/Secured Party, as applicable], exclusively follow the entitlement orders and instructions of the [Name of Lien Grantor/Secured Party, as applicable] with respect to such Accounts.

CUSTODIAN

Date: _____

Time: _____