

REFERRAL AGREEMENT

dated as of November 21, 2008

between

AURELIUS FUNDING CO., LLC

and

J.P. MORGAN SECURITIES INC.,

as Referral Agent

of acquiring and holding certain financial assets (the “Assets”);

WHEREAS, the Company intends to purchase Assets from time to time through April 30, 2009 which meet the criteria set forth in the Company’s Investment Policy;

WHEREAS, the Company intends to finance the purchase of such Assets by (i) borrowing funds from the Federal Reserve Bank of New York (the “Lender”) pursuant to the terms of the Senior Loan Agreement, dated as of November 21, 2008 (the “Senior Loan Agreement”) between the Company and the Lender and (ii) issuing commercial paper notes (the “CP Notes”); and

WHEREAS, the Company desires to appoint the Referral Agent to provide certain referral services to the Company, and the Referral Agent is willing to provide such referral services to the Company, in its capacity as Referral Agent, in each case subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth or incorporated herein, the Company, and the Referral Agent hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01 Definitions. Capitalized terms used in this Agreement, but not defined herein, shall have the respective meanings assigned to such terms in the Master Definitions Schedule, as amended and restated from time to time, attached as Exhibit B to the Administration Agreement (the “Administration Agreement”), dated as of November 21, 2008 between the Company and Global Securitization Services, LLC, as Administrator; provided that no amendment to the Master Definitions Schedule that materially affects the rights or obligations of the Referral Agent under this Agreement shall be effective unless the prior written consent of the Referral Agent to such amendment has been obtained; provided further that the Referral Agent shall receive prior written notice from the Company of all amendments to the Master Definition Schedule. Each term defined in this Section 1.01 when used herein has the meaning indicated below:

“Eligibility Criteria” has the meaning set forth in the Investment Policy (as attached to the Administration Agreement as Exhibit A).

“Verification Procedures” means the procedures set forth in Exhibit C to this Agreement.

ARTICLE II

REFERRAL OF ASSETS; CERTAIN OTHER DUTIES

Section 2.01 Referral Services. The Referral Agent may, from time to time, after the Closing Date provide the following services to the Company:

(a) receive, review and maintain the Fund Representation Letters delivered to the Company by Eligible Sellers and verify the information that is listed in the Verification Procedures in each such Fund Representation Letter solely by applying the Verification Procedures;

(b) accept requests from Eligible Sellers that wish to sell Assets to the Company and verify that such Assets satisfy the elements of the Eligibility Criteria listed in the Verification Procedures solely by applying the Verification Procedures;

(c) subject to paragraph (e) below, refer all requests from Eligible Sellers of verified Assets to the Company by transmitting to the Company and the Lender a Referral Form;

(d) solicit Eligible Sellers to determine if such Eligible Sellers hold Assets which may be referred to the Company for purchase by the Company; provided that in performing its duties hereunder, the Referral Agent will treat equally all Eligible Sellers with whom the Referral Agent has made contact with respect to the opportunity to sell Assets to the Company and, without limiting the foregoing, the Referral Agent will refer Assets to the Company without regard to the Eligible Seller’s acquisition cost of an Asset or any relationship that J.P. Morgan Securities Inc. or any of its Affiliates may have with the Eligible Seller; and

(e) if on or prior to any day, the Referral Agent identifies more than one Eligible Seller that has indicated its wish to sell Assets issued by any specific Permitted Obligor to the Company on a given date (the “Asset Purchase Date”) and, based on information provided by the Company to the Referral Agent (which may include information contained in the Portfolio Summary), the Referral Agent determines that the purchase of all such Assets issued by such Permitted Obligor on such Asset Purchase Date from all such Eligible Sellers would result in a breach of the Asset Obligor Limits (as defined in the Investment Policy) with respect to such Permitted Obligor (the “Over-limit Obligor”), the Referral Agent shall, on or prior to such Asset Purchase Date, (i) calculate and notify the

such Asset Purchase Date, the Referral Agent shall notify all Eligible Sellers whose sales were previously subject to proration under this Section 2.01(e) (other than any such Eligible Seller who has previously advised the Referral Agent that it is no longer interested in selling Assets issued by the Over-limit Obligor) and all such Eligible Sellers shall be entitled to sell to the Company on such Asset Purchase Date Assets issued by the Over-limit Obligor on a pro rata basis (determined on the basis of the Eligible Sellers that still wish to sell such Assets); provided that nothing contained in this Section 2.01(e) shall impose a duty or obligation on the Referral Agent to monitor the compliance by the Company of the Asset Obligor Limits.

Section 2.02 Referral of Assets by the Referral Agent. The Referral Agent will provide the Lender and the Administrator with a copy of each Referral Form delivered to the Company. For the avoidance of doubt, the Company, or the Administrator acting as an agent on behalf of the Company, is solely responsible for determining which referred Assets the Company will purchase.

Section 2.03 Periodic Reports.

(a) On the Business Day following each day the Referral Agent refers an Asset to the Company, the Referral Agent shall, no later than 10:30 a.m. (New York City time), provide to the Lender, the Company and the Administrator a “Daily Periodic Report” substantially in the form attached to this Agreement as Exhibit B.

(b) Not later than the 15th day of each calendar month, or the immediately following Business Day if the 15th is not a Business Day, the Referral Agent shall provide to the Lender a “Monthly Asset Portfolio Report” that presents information related to the Assets referred by the Referral Agent to the Company in the previous calendar month, such information to include, but not be limited to, the Permitted Obligors of such Assets, the principal amount of such Assets referred, the term to maturity of such Assets and the Eligible Sellers of such Assets and shall be similar in form and substance as the Daily Periodic Report.

(c) The Referral Agent shall, upon reasonable prior request by the Lender, provide a report to the Lender, such as can be prepared without undue expense, setting forth information reasonably requested by the Lender and acceptable to the Referral Agent, each acting in good faith, relating to the Referral Agent’s obligations under this Agreement.

Section 2.04 Ineligible Assets. Promptly after any member of the Segregated Group (as defined herein) receives notice or obtains knowledge that any Asset referred to the Company by

Section 3.01 Representations and Warranties of the Company. The Company represents and warrants to the Referral Agent that:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and authorized to do business and to own its properties and to perform its obligations under this Agreement.

(b) The Company has the power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the Company's part and do not contravene its charter and/or limited liability company agreement or any indenture, mortgage, credit agreement, license or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or any law, judgment or governmental rule, regulation or order applicable to it.

(c) This Agreement has been duly executed and delivered by the Company and constitutes the Company's legal, valid and binding obligation, enforceable against it in accordance with the respective terms hereof except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(d) There are no actions or proceedings pending or threatened against the Company before any court or administrative agency which are likely to have a material adverse effect of the Company's condition or the results of its operations or its ability to perform its obligations under this Agreement.

(e) No authorization, approval or license or other action by, or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by the Company of this Agreement or for the consummation of the transactions contemplated hereby.

(f) The Company is not in default under any agreement or instrument to which it is a party the result of which default would materially and adversely affect its ability to perform its obligations under this Agreement.

Section 3.02 Representations and Warranties of the Referral Agent. The Referral Agent represents and warrants to the Company that:

organizational documents or any indenture, mortgage, credit agreement, license or other agreement or instrument to which it is a party or by which it or any of its property are bound, or any law, judgment or governmental rule, regulation or order applicable to it.

(c) This Agreement has been duly executed and delivered by the Referral Agent and constitutes the Referral Agent's legal, valid and binding obligation, enforceable against it in accordance with the respective terms hereof except as such enforcement may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or (ii) the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(d) There are no actions or proceedings pending or, to the best of its knowledge, threatened against the Referral Agent before any court or administrative agency which are likely to have a material adverse effect on the Referral Agent's ability to perform its obligations under this Agreement.

(e) No authorization, approval or license or other action by, or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by the Referral Agent of this Agreement or for the consummation of the transactions contemplated hereby.

(f) The Referral Agent is not in default under any agreement or instrument to which it is a party the result of which default would materially and adversely affect its ability to perform its obligations under this Agreement.

ARTICLE IV

COVENANTS

Section 4.01 Covenants of the Company. The Company covenants and agrees with the Referral Agent that, as long as this Agreement is in effect:

(a) That for all services to be rendered by the Referral Agent as described in this Agreement, the Company, subject to Section 5.05 of this Agreement, will pay to the Referral Agent as full compensation a fee to be agreed upon from time to time between the Company and the Referral Agent with the prior written consent of the Lender.

(b) The Company agrees that it will not disclose without the prior consent of the Referral Agent (other than to the Company's employees, auditors or counsel (after advising such recipient of this confidentiality provision), or to the Administrator) any

as may be required by each Rating Agency in connection with its granting or maintaining a rating, (vi) as may be required by a Commercial Paper Placement Agent in connection with its performance of its obligations under a Commercial Paper Placement Agreement (other than confidential customer information, except as expressly provided for in such Commercial Paper Placement Agreement), (vii) on a confidential basis to the Lender or representatives of the Board of Governors of the Federal Reserve System, (viii) as may be subsequently learned by the Company from a third party that, to the knowledge of the Company, is not under an obligation of confidentiality to the Referral Agent, (ix) as was known to the Company at the time of disclosure other than from the Referral Agent, as can be demonstrated by contemporaneous written evidence, or (x) as is generated independently by the Company without reference to confidential information received from the Referral Agent, as can be demonstrated by contemporaneous written evidence.

(c) The Company shall promptly provide to the Referral Agent such information concerning itself or (to the extent such information is known to the Company) the Assets as the Referral Agent may from time to time reasonably request in connection with the performance by the Referral Agent of its duties under this Agreement.

Section 4.02 Covenants of the Referral Agent. The Referral Agent covenants and agrees with the Company that:

(a) In performing its duties under this Agreement it shall use the same degree of care and skill as is reasonably expected of a prudent person acting in comparable capacities; provided that notwithstanding anything in this Agreement or in any Program Document to the contrary, the Referral Agent shall incur no liability for any action it takes, or omits to take, in connection with this Agreement in the absence of gross negligence, bad faith, fraud or willful misconduct on the part of the Referral Agent; except that with respect to the Referral Agent's obligations under Section 5.18 of this Agreement, the Referral Agent shall have no liability unless it failed to exercise commercially reasonable care;

(b) It is acting solely as the agent of the Company and owes no duties, fiduciary or otherwise, to any Person by reason of this Agreement except as expressly set forth herein, and no implied duties, fiduciary or otherwise, shall be read into this Agreement against the Referral Agent;

(c) It will establish and maintain a group of personnel segregated from personnel involved with the Referral Agent's general trading, brokerage, sales, or other activities (the "Segregated Group") to provide all of the services under this Agreement to Eligible Sellers that are not, as of the Closing Date, clients of the Referral Agent. Members

Company. For the avoidance of doubt, if any services described under this Agreement are performed by any employee of the Referral Agent other than a member of the Segregated Group, this Agreement shall govern the performance of such service by such employee, it being further understood that nothing herein limits the rights of such an employee to perform his or her normal duties except such limits imposed by Section 5.21.

(d) Promptly after a member of the Segregated Group obtains actual knowledge that (i) any information contained in a Referral Form submitted by it was not true and correct when submitted to the Company, (ii) any Asset previously referred to the Company has become a Downgraded Asset or a Defaulted Asset, or (iii) any Eligible Seller from which the Company has purchased an Asset is no longer an Eligible Seller, it will notify the Lender, the Administrator, each Commercial Paper Placement Agent and the Company of such occurrence; provided that nothing contained in this Section 4.02(d) shall impose a duty or obligation on the Referral Agent to monitor any Asset or any Eligible Seller from which an Asset is purchased following the referral of such Asset to the Company; and provided further, that the Referral Agent shall have no obligation to provide the Lender, the Administrator, any Commercial Paper Placement Agent or the Company with any non-public, confidential information relating to any Eligible Seller or any Asset that the Referral Agent or an Affiliate of the Referral Agent has obtained otherwise than in connection with its duties under this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.01 Services Non-Exclusive. The services of the Referral Agent to be rendered under this Agreement are not to be deemed exclusive, and subject to Section 4.02(c) and Section 5.21 of this Agreement, the right of the Referral Agent to refer Assets to the Company under Section 2.01 shall not impair, and the Company acknowledges that such right of the Referral Agent shall not impair, the right of the Referral Agent or any Affiliate of the Referral Agent (a) to purchase assets which qualify as Assets or (b) to refer Assets to Persons other than the Company or to provide similar services to other Persons. Except to the extent necessary to perform its obligations hereunder, nothing herein shall be deemed to limit or restrict the right of the Referral Agent, or the right of any employees of the Referral Agent or an Affiliate of the Referral Agent to engage in any other business or to devote time and attention to the management or other aspects of any other business, whether of a similar or dissimilar nature, or to render services of any kind to any other corporation, firm, individual, trust or association. Subject to Section 5.21 of this Agreement, the Referral Agent may take action in the performance of its duties with respect to itself or any of its other clients, which may differ from

Section 5.02 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 5.03 Amendments. This Agreement may be supplemented, modified or amended by written instrument signed on behalf of both parties hereto and receipt by the Company of the prior written consent of the Lender and Rating Agency Confirmation with respect to such supplement, modification or amendment.

Section 5.04 Term and Termination. This Agreement shall terminate upon (i) thirty (30) days' prior written notice from the Company or the Lender to the Referral Agent or (ii) sixty (60) days' prior written notice of resignation from the Referral Agent to the Company; provided that in the event this Agreement is terminated pursuant to clause (i), the Company or the Lender, as applicable, shall be responsible for paying the unpaid portion of any acceptance or other up-front fee due to the Referral Agent and any fees accrued and unpaid to the time of termination. Any such notice under clause (i) or (ii) shall also be given to the Lender (if not sent by the Lender), the Administrator, each Commercial Paper Placement Agent, the Depositary, the Collateral Agent and each Rating Agency.

Section 5.05 Limited Recourse. The obligations of the Company under this Agreement are solely the limited liability company obligations of the Company. No recourse shall be had for the payment of any amount owing by the Company under this Agreement or for the payment by the Company of any fee in respect hereof or any other obligation or claim of or against the Company arising out of or based upon this Agreement, against any employee, officer, director, member, incorporator, manager or shareholder or other Affiliate of the Company, provided, however, that the foregoing shall not relieve any Person of any liability it might otherwise have as a result of fraudulent actions or omissions taken by it. The Referral Agent agrees that the Company shall be liable for any claims that the Referral Agent may have against the Company only to the extent that there are funds credited to the Operating Account which may be paid to the Referral Agent pursuant to the Priority of Payments. The terms of this Section 5.05 shall survive the termination of this Agreement.

Section 5.06 Reliance on Reports. In performing its duties set forth in this Agreement, the Referral Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any communication authorized by this Agreement and upon any written instruction, notice, confirmation, request, direction, consent, report (including, without limitation, the Portfolio Summary), certificate, opinion addressed to it, paper or document believed by the Referral Agent to be genuine. For the avoidance of doubt, nothing in this Section 5.06 relieves the Referral Agent from its obligations under Section 2.01 of this Agreement, particularly as it

hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Program Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the United States for the Southern District of New York, and appellate courts thereof; provided that, notwithstanding the foregoing, if there is no basis for federal jurisdiction in respect of any such legal action or proceeding or recognition and enforcement action, then the Referral Agent and the Company each submits for itself and its property in any such legal action or proceeding or recognition and enforcement action to the exclusive jurisdiction of the courts of the State of New York located in the Borough of Manhattan in New York City, and appellate courts thereof;

(b) consents that any such action or proceeding may be brought only in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid return receipt requested, to such party at its address set forth in Section 5.15 or at such other address of which the other party and the Lender shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law;

(e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in another jurisdiction by suit on the judgment or in any other matter provided by law; and

(f) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, indirect, exemplary, punitive or consequential damages of any kind whatsoever (including for lost profits).

Section 5.09 Scope of Performance. In acting with respect to this Agreement, the Referral Agent shall be required to perform only such duties as are specifically set forth in (a) this Agreement and (b) applicable law as in effect from time to time. The Referral Agent undertakes to perform such duties and only such duties as are specifically set forth in this

this Agreement.

Section 5.11 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party hereto may assign any of its rights or obligations hereunder (other than as Collateral under the Security Agreement) without prior receipt of the Lender's consent and Rating Agency Confirmation.

Section 5.12 Third-party Beneficiary. The Lender is an intended third-party beneficiary of this Agreement.

Section 5.13 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings among the parties.

Section 5.14 Waiver of Jury Trial. **The parties to this Agreement knowingly, voluntarily and expressly waive all right to trial by jury in any action, proceeding or counterclaim enforcing or defending any rights arising out of or relating to this Agreement or the transactions contemplated hereby. The parties hereto acknowledge that the provisions of this Section 5.14 have been bargained for and that each such party has been represented by counsel in connection therewith.**

Section 5.15 Notices. Unless otherwise indicated, all notices, requests, demands and other communications to any party under or in relation to this Agreement shall be in writing (including e-mail or telecopier) and shall be given to such party at its address, e-mail address or telecopier number set forth below or such other address, e-mail address or telecopier number as such party may hereafter specify by notice to the other parties listed below.

If to the Referral Agent:	At the address set forth on the signature pages to this Agreement.
If to the Company:	At the address set forth on the signature page of this Agreement.
If to a Commercial Paper Placement Agent:	At the address set forth in the Commercial Paper Placement Agreement to which it is a party.
If to any Rating Agency:	At the address set forth in the Master Definitions Schedule, <u>Exhibit B</u> to the

mail or other form of facsimile transmission, when the recipient receives a legible transmission thereof, or (b) if given by any other means, when delivered at the address specified pursuant to this Section 5.15.

Section 5.16 Audit Rights. Upon reasonable notice, the Referral Agent agrees to afford the Company, the Lender, the Federal Reserve Board of Governors and government oversight entities and their respective authorized agents reasonable access during normal business hours to make examinations of the Records (as defined below) and to cause its members of the Segregated Group to assist in any such examinations of such Records and allow copies of such Records to be made. Such examinations will be conducted in a manner which does not unreasonably interfere with the normal operations or employee relations of the Referral Agent. In addition, at the request of the Company (or the Administrator on its behalf) or the Lender, the Referral Agent will meet with one or more of the directors or designated staff of the Company (or the Administrator on its behalf) or the Lender at a mutually agreeable time to discuss matters that fall within the scope of this engagement.

Except as otherwise directed by the Lender or the Administrator, for the term of this Agreement, the Referral Agent shall keep and retain and make easily accessible all information, materials and records in whatever format which a member of the Segregated Group has or which comes into the possession of a member of the Segregated Group in connection with the transaction and the services provided under this Agreement, including any documents related to the duties of the Referral Agent hereunder as may be performed by other employees of the Referral Agent not in the Segregated Group (collectively, the “Records”), in each case to the extent consistent with the Referral Agent’s internal records and maintenance and records retention policy, provided that prior to any destruction of any Records by the Referral Agent in accordance with such policy, the Referral Agent shall notify the Administrator and the Lender with an opportunity to take possession of such Records from the Referral Agent. Upon the termination of this Agreement or its services hereunder, the Referral Agent and the Lender shall, in good faith, agree on the timing and mechanism for transferring all Records to the Lender. In transferring such Records, the Referral Agent shall provide a certificate of an officer certifying as to whether (a) members of the Segregated Group have kept and retained the Records in accordance with the requirements set forth herein and (b) the Records being transferred represent all of the Records that have not been previously delivered or destroyed in compliance with this paragraph. Notwithstanding the foregoing, the Referral Agent may make and retain copies of Records to satisfy existing internal audit, compliance or record retention requirements, provided that the Referral Agent’s officer’s certificate includes information as to the copies of Records that it is retaining.

information and material that has or will come into the possession or knowledge of the Referral Agent, whether provided directly by the Company or the Lender or by a contractor or agent of the Company, in connection with the services provided under this Agreement, including but not limited to:

- the terms and conditions of this Agreement;
- information about Eligible Sellers, Assets and Permitted Obligors;
- information regarding the business affairs of the Company including the identity and amount of the assets held by the Company and the operations and investments of the Company;
- reports, briefing material, information and data, both written and oral, related to this Agreement;
- financial information, condition, processes and procedures of the Company or the Lender;
- material related to the Company's or the Lender's data processing systems, applications, procedures, policies and standards;
- the physical security of the Company or the Lender;
- financial, statistical and personnel data pertaining to the Company or the Lender, member banks of the Federal Reserve System, foreign central banks and international organizations, and other financial institutions; and
- financial, statistical, strategic planning and other similar information relating to the past, present or future activities of the Company or the Lender, which has or may come into the possession or knowledge of the Referral Agent in connection with this engagement or its performance hereunder;

(any and all of the above, "Confidential Information") shall be considered to be confidential and proprietary, the disclosure of which to, or use by, third parties will be damaging to the Company and/or the Lender. Subject to Section 5.19 of this Agreement, no such Confidential Information shall be duplicated for, used by or disclosed to third parties without the written consent of the Company and the Lender. The Referral Agent agrees to maintain Confidential Information in strictest confidence and to limit the access to information that is the subject of this Agreement to only those of its officers, directors, employees and agents that are necessary to its performance under this Agreement, and shall require all such employees to keep all such information obtained by them as strictly confidential, and shall only provide such information to agents who are bound by a duty of confidentiality.

contemporaneous written evidence, (4) is generated independently by the Referral Agent without reference to the Confidential Information, as can be demonstrated by contemporaneous written evidence; or (5) is disclosed pursuant to applicable law, regulation, subpoena or other legal process, or in connection with the enforcement of the Referral Agent's rights under this Agreement. The Referral Agent shall notify the General Counsel of the Lender, or his designee, promptly if disclosure is requested pursuant to any law, regulation, subpoena or other legal process other than routine regulatory examinations (e.g., by the Securities and Exchange Commission). The Referral Agent further agrees that in the event that disclosure is requested under any such law, governmental or administrative rule, or regulation, it will take all steps reasonably required to protect the confidentiality of the Confidential Information being disclosed, including but not limited to: (i) entertaining and considering any argument that the Company or the Lender wishes to make that disclosure is not required and/or that such disclosure is in violation of the terms and conditions of this Agreement; (ii) providing the Company or the Lender, at the expense of the Company or the Lender (as applicable), with all reasonable assistance in resisting or limiting disclosure; (iii) advising the recipient that the Confidential Information is subject to the confidentiality provisions of this Agreement; and (iv) using commercially reasonable efforts to obtain an appropriate stipulation or order of confidentiality.

Section 5.20 Disclosure. The Referral Agent agrees not to originate or assist other Persons (other than the Lender) in originating any written or oral statement, news release, or other public announcement or publication relating to any matter arising in connection with this Agreement and/or any related matter concerning the Lender without the express prior consent of the President, First Vice President or an Executive Vice President of the Lender.

Section 5.21 Specific Prohibitions. The Referral Agent acknowledges that it would breach its duties to the Company hereunder for the Referral Agent or an affiliate of the Referral Agent to use Confidential Information obtained in the course of this engagement to enter into a trade or other transaction unrelated to the transactions contemplated by this Agreement.

Section 5.22 Waiver of Set-Off. The Referral Agent hereby waives all set-offs.

[Remainder of this page intentionally left blank]

(b) (6)

By: _____

Name: Kevin P. Burns

Title: Vice President

Address for Notices:

c/o Global Securitization Services, LLC

Attention: Vice President

Telecopier: 212-302-8767

Telephone: 631-587-4700

Address: 68 South Service Road, Suite
120

Melville, New York 11747

J.P. MORGAN SECURITIES INC.,
as Referral Agent

By: _____

Name:

Title:

Address for Notices:

Attention: Executive Director

Telecopier: 917-464-6026

Telephone: 212-834-5618

Address: 270 Park Avenue, 9th Floor
New York, New York 10017

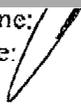
[SIGNATURE PAGE TO REFERRAL AGREEMENT (AURELIUS)]

By: _____
Name:
Title:

Address for Notices:
c/o Global Securitization Services, LLC
Attention: Vice President
Telecopier: 212-302-8767
Telephone: 631-587-4700
Address: 68 South Service Road, Suite
120
Melville, New York 11747

J.P. MORGAN SECURITIES INC.,
as Referral Agent

(b) (6)


By: _____
Name:  Johanna C. Foley
Title: Executive Director

Address for Notices:
Attention: Executive Director
Telecopier: 917-464-6026
Telephone: 212-834-5618
Address: 270 Park Avenue, 9th Floor
New York, New York 10017

68 South Service Road, Suite 120
Melville, New York 11747

Ladies and Gentlemen:

The undersigned refers to the Referral Agreement, dated as of November 21, 2008 (the "Agreement"), between Aurelius Funding Co., LLC (the "Company") and J.P. Morgan Securities Inc., as Referral Agent (the "Referral Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The Referral Agent, pursuant to Section 2.01 of the Agreement, hereby refers the Assets on the Annex attached hereto and made a part hereof to the Administrator on behalf of the Company and confirms that as of the date hereof, such Assets satisfy, and if the Company chooses (in accordance with the Program Documents) to purchase such Assets on the date hereof, such Assets will satisfy, each element of the Eligibility Criteria set forth in the Investment Policy.

Very truly yours,

J.P. MORGAN SECURITIES INC.,
as Referral Agent

By _____

Name:

Title:

ANNEX

Obligor	Balance O/S	Total O/S	Projected Purchases	% of Total Balance O/S	Total O/S	Test	Allocated Purchases	Adjustment Amount	Revised Bal O/S	% of Total O/S	Test
Issuer A											
Issuer B											

Investment Criteria:											
<i>Days remaining on maturity for each Asset shall be between 7 and 90 days from date of purchase (Inclusive):</i>											
<i>Minimum Asset Yield Test</i>											
Min Asset Yield	Required Minimum					Min Days	Max Days			Test	
Asset A											
Asset B											
<i>Minimum Amortized Cost Test</i>											
Min Amort Cost	Required Minimum								Test		
Asset A											
Asset B											
<i>Authorized Size Test</i>											
Allocated Size	Program Limit								Test		
Asset A											
Asset B											

Validation Tests:											
Requested Par											Amort Cost Check
Requested Cost											
Allocated Par											
Allocated Cost											
ABCP Par											Yield Calc Check
ABCP Net Proceeds											
ABCP/Assets											
Allocation Fail Par											
Allocation Fail Cost											
Obligor Total											
Balance O/S Total											

PAR	RATE (COUPON)	DOLLAR PRICE	RATE (DISC)	RATE (YIELD)	AMORTIZED COST	AMORT COST CALC	AMORT COST TEST	YIELD CALC	YIELD TEST

Asset Outstanding

Obligor	Balance

Asset Sale Allocation

MMF SPONSOR	MMF SELLER	PARENT	ISSUER	ASSET	CUSIP	TRADE DATE	ALLOCATED AMORTIZED COST	ORIGINAL AMORT COST	DIFFERENCE

ABCP Buy Allocation

MMF SPONSOR	MMF SELLER	ISSUER	ABCP CUSIP	TRADE DATE	SETTLE DATE	MATURITY DATE	PAR	RATE (DISC)	NET MONEY

Allocation Fail

MMF SPONSOR	MMF SELLER	ISSUER	CUSIP	TRADE DATE	SETTLE DATE	MATURITY DATE	RATE	ORIGINAL AMORT COST	REASON

each Asset that an Eligible Seller seeks to sell to the Company. The Referral Agent will verify each item below solely by reviewing the information source, or by performing the procedure, set forth below opposite the item to be verified.

<u>For Fund Representation Letters:</u>	<u>Information Source or Verification Procedure</u>
1. Fund is an open-end management investment company registered with the SEC under the Investment Company Act.	Locate Fund in appropriate EDGAR database
2. Fund holds itself out as a money market fund under Rule 2a-7 promulgated under the Investment Company Act.	Obtain from the Fund a copy of its prospectus
3. Fund is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act.	Ensure Fund Representation Letter submitted with respect to such Asset is executed
4. Fund is a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act.	Ensure Fund Representation Letter submitted with respect to such Asset is executed
5. Fund has provided an IRS Form W-9 or other appropriate U.S. federal income tax certification.	Review information and/or forms provided by the Fund (it being understood that the Referral Agent may assume the accuracy and authenticity of any such information or form)
<u>For Proposed Asset Purchases:</u>	
1. The Asset is issued by a Permitted Obligor.	Cross reference the Obligor of such Asset against the then-current list of Permitted Obligors (it being understood that the Referral Agent may assume that the then-current list of Permitted Obligors provided by the Company is accurate)

<p>3. The aggregate principal amount of all Assets representing the payment obligations of any Permitted Obligor Group will not exceed 15% (or 20% on and prior to December 5, 2008) of the aggregate principal amount of all Assets then held by the Company</p>	<p>Perform the necessary calculations to make the required determination (it being understood that the Referral Agent may assume that information provided by the Company regarding the Assets that the Company currently holds is accurate)</p>
<p>4. The Asset was purchased from an Eligible Seller that has delivered a Fund Representation Letter that has been verified using the procedures described above.</p>	<p>Cross reference the Eligible Seller against the Records maintained by the Referral Agent with respect to Eligible Sellers</p>
<p>5. The Asset's purchase price is equal to its "amortized cost" as determined in accordance with the "Amortized Cost Method" as defined in Rule 2a-7(a)(2) under the Investment Company Act (i.e. the Eligible Seller's acquisition cost as adjusted for amortization of premium, accretion of discount or accrual of interest through the date of purchase by the Company).</p>	<p>Ensure Fund Representation Letter submitted with respect to such Asset is executed; provided that if the Referral Agent reasonably believes that the 'amortized cost' quoted by such Eligible Seller is materially inaccurate, the Referral Agent shall use commercially reasonable efforts to determine if such Asset satisfies this aspect of the Eligibility Criteria</p>
<p>6. The Asset's remaining term to maturity is not less than 7 days or more than 90 days.</p>	<p>Review the CUSIP of such Asset or cross reference the CUSIP of such Asset against the appropriate Bloomberg or DTC database</p>
<p>7. All payments due on the Asset are payable on a date certain and not subject to any "grace period," prepayment or extension.</p>	<p>Ensure Fund Representation Letter submitted with respect to such Asset is executed</p>
<p>8. The yield to maturity of the Asset on the date it may be purchased by the Company is at least the greater of (A) the sum of (i) the Primary Credit Rate and (ii) 0.50% per annum and (B)</p>	<p>Perform the necessary calculations to make the required determination</p>

10. The Asset is denominated and payable only in U.S. Dollars and may not be converted into an asset payable in any other currency.	Verify that payments with respect to such Asset settles through DTC
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