**AMENDMENT NO. 1 TO SCHEDULE B TO THE MASTER SECURITIES LOAN AGREEMENT**

AMENDMENT NO. 1 TO SCHEDULE B TO THE MASTER SECURITIES LOAN AGREEMENT (this "**Amendment**") dated as of October 29, 2008 by and between FEDERAL RESERVE BANK OF NEW YORK ("**FRBNY**") and AIG SECURITIES LENDING CORP. ("**GSL**"), as agent.

**W I T N E S S E T H**

**WHEREAS**, FRBNY and GSL, as agent, have entered into the Master Securities Loan Agreement (and the Annexes and Schedules thereto) dated as of October 8, 2008 (as amended from time to time, the "**MSLA**"); and

**WHEREAS**, FRBNY and GSL, as agent, desire to modify and amend certain of the terms and provisions of Schedule B to the MSLA (as amended from time to time, "**Schedule B**");

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The following is inserted as a new Section 2(b)(xii) to Schedule B:

   (xii) Section 12 of the Agreement is amended to (a) delete "or" at the end of Section 12.7, (b) replace the "." at the end of Section 12.8 with "; or" and (c) add the following as a new Section 12.9:

   > if either party (a) shall fail to perform any obligation under the Cash Collateral Fee and Unwind Agreement dated as of October 29, 2008 between the parties, including but not limited to the payment of the Cash Collateral Fee or transfer of Collateral on an Unwind Date (as defined therein), on any day and (b) with respect to the payment of the Cash Collateral Fee, (i) shall have been notified of such failure by the other party prior to the Close of Business on such day and (ii) shall not have cured such failure by 3:00 p.m. on the next day after such Close of Business on which a transfer of cash may be effected in accordance with Section 15.

2. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of law principles thereof.

3. Except as specifically modified by this Amendment, all of the terms and provisions of Schedule B are hereby reaffirmed and shall remain in full force and effect.

4. This Amendment may be signed in any number of counterparts, each of which shall be an original, but all counterparts together will constitute one and the same instrument.

5. Upon execution and delivery of this Amendment by the parties hereto, this Amendment shall become effective as of the date first above written.

6. All capitalized terms in the Amendment shall have the meaning ascribed to them in the MSLA.

7. Each party represents to the other party that all representations contained in the MSLA are true and accurate as of the date of this Amendment and that such representations are deemed to be given or repeated by each party, as the case may be, on the date of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Amendment to be executed and delivered by its respective authorized officer as of the date first above written.

**FEDERAL RESERVE BANK OF NEW YORK**

By: _____
Title: Asst Vice President
Date: 10-29-08

**AIG SECURITIES LENDING CORP., AS AGENT**

By: _____
Title: _____
Date: _____

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Amendment to be executed and delivered by its respective authorized officer as of the date first above written.

| **FEDERAL RESERVE BANK OF NEW YORK** | **AIG SECURITIES LENDING CORP., AS AGENT** |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: Vice President |
| Date: _____ | Date: 10/28/08 |