

LAMCO HOLDINGS LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT of LAMCO HOLDINGS LLC, a Delaware limited liability company (the “Company”), having an address at c/o Lehman Brothers Holdings Inc., 1271 Avenue of the Americas, New York, New York 10020, is made as of the ___ day of _____, 2010, by Lehman Brothers Holdings Inc., a Delaware corporation (“LBHI”), and LBHI LAMCO HOLDINGS LLC, a Delaware limited liability company (“LBHI SPV”).

1. Formation

- (a) The Company has been formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act (the “LLC Act”). A certificate of formation of the Company (the “Certificate of Formation”) was filed with the Secretary of State of Delaware on [●], 2010.

2. Capital Contributions

- (a) Effective as of the date hereof, pursuant to the Contribution Agreement, LBHI contributed (i) 99% of its right, title and interests in and to the Asset Management Assets (hereinafter as defined in the Contribution Agreement) (including cash in the amount set forth on Schedule I hereto opposite its name) to the Company and (ii) 1% of its right, title and interests in and to the Asset Management Assets to LBHI SPV (the “First Contribution”). Immediately following the First Contribution, LBHI SPV contributed all of its right, title and interest in and to the Asset Management Assets (including cash in the amount set forth on Schedule I hereto opposite its name) to the Company (the “Second Contribution”). Immediately following the Second Contribution, the Company contributed: (i) all of its right, title and interest in and to the Domestic Asset Management Assets (as defined in the Contribution Agreement) (including cash in the amount set forth on Schedule I hereto) to LAMCO and (ii) all of its right, title and interest in and to the International Asset Management Assets (as defined in the Contribution Agreement) to LAMCO International.
- (b) Except as otherwise required by law, the Members shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted as Members shall make such contributions of cash (or promissory obligations), property or services to the Company as shall be determined by the Board of Managers at the time of each such admission.

3. Definitions

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- (i) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (ii) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

“Affiliate” means, with respect to another Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such other Person. For purposes of this Agreement, Affiliates of a Person that is an individual shall include his or her Family Members and Family Trusts.

“Agreement” means this Amended and Restated Limited Liability Company Agreement, as amended, modified or supplemented from time to time

“Approved AMA” means an asset management agreement substantially in the form approved by the Board of Managers, LBHI and the UCC, with such changes, either generally or in specific instances, as may be approved from time to time, by the Board of Managers, LBHI and, prior to the Termination Date, the UCC; provided however that if the UCC fails to respond to a request for approval of any such change within five (5) business days of receiving a request for such approval by the Board of Managers, such change shall be deemed to have been approved by the UCC.

“Associated Entity” has the meaning set forth in Section 14(a) hereof.

“Authorized Persons” has the meaning set forth in Section 8(a) hereof.

“Board of Managers” means the board of managers established pursuant to Section 7(a) hereof.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York (Manhattan).

“Capital Account” has the meaning set forth in Section 9(a) hereof.

“Certificate of Formation” has the meaning set forth in Section 1(a) hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time or any successor federal income tax legislation.

“Company” has the meaning set forth in the forepart to this Agreement.

“Company Minimum Gain” has the same meaning as “partnership minimum gain” set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“Contribution Agreement” means the Contribution Agreement, dated as of the [●], 2010, between LBHI, LBHI SPV, the Company, LAMCO International and LAMCO.

“Control” means the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through ownership or voting of securities, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Electronic Transmission” means email and any other form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

“Equity Securities” means (i) of any Person that is a corporation, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (ii) of any other Person, any and all partnership, membership or other equity interests of such Person; and (iii) of any Person, warrants, options or other rights to acquire (whether by conversion, exercise, exchange or otherwise) or other securities that are convertible into or exchangeable or exercisable for any such shares, interests, participations, rights, other equivalents, partnership interests, membership interests or other equity interests.

“Family Members” means, with respect to any natural Person, such Person’s spouse, children, parents and lineal descendants of such Person’s parents (in each case, natural or adopted).

“Family Trusts” means, with respect to any natural Person, a trust limited partnership or limited liability company benefiting solely such individual or the Family Members of such individual.

“First Contribution” has the meaning set forth in Section 2(a) hereof.

“Fiscal Year” has the meaning set forth in Section 15 hereof.

“Gross Asset Value” means, with respect to any asset of the Company, the asset’s adjusted basis for federal income tax purposes, except as follows:

- (i) The Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Board of Managers at the time of contribution;
- (ii) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Managers, as of the following times: (a) the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; (c) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the

Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however*, that the adjustments pursuant to clauses (a), (b) and (c) above shall be made only if the Board of Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and

- (iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board of Managers.

“Indemnitee” means any of (i) the current or former Members, Managers, Officers, Observers or Authorized Persons of the Company or their respective affiliates or any of their respective current or former members, partners, directors, shareholders, managers, officers or employees or (ii) the current or former members of the UCC.

“LAMCO” means LAMCO LLC, a Delaware limited liability company and wholly owned subsidiary of the Company.

“LAMCO International” means LAMCO Holdings International B.V., a Netherlands company and wholly owned subsidiary of the Company.

“LBHI” has the meaning set forth in the forepart to this Agreement.

“LBHI Designees” has the meaning set forth in Section 7(e) hereof.

“LBHI SPV” has the meaning set forth in the forepart to this Agreement.

“LLC Act” has the meaning set forth in Section 1(a) hereof.

“Liquidator” has the meaning set forth in Section 12(b).

“Losses” has the meaning set forth in Section 14(a) hereof.

“Majority in Interest of the Members” means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of all Members.

“Manager” means a member of the Board of Managers as designated in, or selected pursuant to, Section 7(e) hereof.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” set forth in Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the

Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

“Member Nonrecourse Deductions” has the same meaning as the term “partner nonrecourse deductions” set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Members” means LBHI, LBHI SPV and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a “Member” means any one of the Members.

“Net Income” and “Net Loss” means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments:

- (i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph shall be added to such income or loss;
- (ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph, shall be subtracted from such taxable income or loss;
- (iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subdivisions (ii) or (iii) of the definition of “Gross Asset Value” herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;
- (iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (v) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, such amounts shall instead be determined in accordance with the requirements of Regulations Section 1.704-1(b)(2)(iv)(g); and
- (vi) Any items which are specially allocated pursuant to the provisions of Section 11(c) shall not be taken into account in computing Net Income or Net Loss.

“New Client” has the meaning set forth in Section 7(b).

“Nonrecourse Liability” has the meaning set forth in Regulations Section 1.752-1(a)(2).

“Nonrecourse Deductions” has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Observer” means any representative of the UCC’s financial advisors, which are currently Houlihan, Lokey, Howard & Zukin, Inc. and FTI Consulting, Inc.

“Officer” has the meaning set forth in Section 8(a) hereof.

“Percentage Interest” means, as to any Member, the percentage set forth opposite such Member’s name on Schedule I hereto, as such Schedule shall be amended from time to time in accordance with the provisions hereof. The combined Percentage Interest of all Members shall at all times equal 100%.

“Person” means any individual, partnership, limited liability company, association, corporation, trust or other entity.

“Regulations” means the Income Tax Regulations promulgated under the Code, as amended from time to time.

“Second Contribution” has the meaning set forth in Section 2(a) hereof.

“Subsidiary” of any Person means any other Person in which such Person owns, directly or indirectly, a majority of the voting stock or is a general partner or otherwise has the power to control, by agreement or otherwise, the management and general business affairs of such other Person.

“Subsidiary Officer” has the meaning set forth in Section 14(a) hereof.

“Tax Advances” has the meaning set forth in Section 10(b) hereof.

“Termination Date” means the date on which a chapter 11 plan of LBHI becomes effective; provided, however, that in the event that such chapter 11 plan of LBHI extends the rights of the UCC set forth herein beyond the date on which such chapter 11 plan of LBHI becomes effective, then the Termination Date shall be deemed to be the date on which such rights of the UCC set forth herein expire pursuant to such chapter 11 plan of LBHI.

“Third-Party Client” means any New Client that enters into an Approved AMA with LAMCO and becomes a New Client in accordance with Section 7(b) hereof.

“UCC” means the Official Committee of Unsecured Creditors of Lehman Brothers Holdings Inc., et al., which was appointed by the Office of the United States Trustee on September 17, 2009, as revised or supplemented.

4. Registered Office and Principal Place of Business

The registered office of the Company in the State of Delaware shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and its registered agent for service of process on the Company at such address is Corporation Service Company. The principal place of business of the Company shall be located at c/o Lehman Brothers Holdings Inc., 1271 Avenue of the Americas, New York, New York 10020 or at such other or additional places as the Board of Managers may determine.

5. Term

The term of the Company commenced on [●], 2010 and shall be perpetual unless the Company is earlier dissolved and terminated in accordance with the provisions of this Agreement.

6. Business

The business of the Company is (i) to provide investment advisory services through its Subsidiaries (including LAMCO) to LBHI or its Subsidiaries and to any Third-Party Client pursuant to an Approved AMA and (ii) to engage in any lawful act or activity for which a limited liability company may be formed under the LLC Act.

7. Management of the Company

- (a) General Authority. A Board of Managers shall be established to manage the business and affairs of the Company. Subject to the delegation of rights and powers as provided herein and the other limitations set forth in this Agreement, the Board of Managers shall have exclusive and complete authority and discretion to manage the business and conduct the operations and affairs of the Company. Except as otherwise specifically provided herein, the Board of Managers shall have all rights and powers of a “manager” under the LLC Act, and shall have all powers and rights as necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company; *provided, however*, that the Board of Managers shall not be permitted to take any action which, if such action were taken by LBHI, would require the approval of the Bankruptcy Court or the UCC, without first obtaining the approval of the Bankruptcy Court or UCC, as applicable, including, without limitation, actions taken with respect to compensation of directors, officers and employees of the Company.
- (b) New Client Approvals. Anything in this Agreement to the contrary notwithstanding, neither the Company nor any of its Subsidiaries shall provide or agree to provide investment advisory or management services to any Person other than LBHI or a Subsidiary of LBHI (a “New Client”) except in accordance with the following:
 - (i) such New Client shall have entered into an Approved AMA with LAMCO;

- (ii) if at the time of entering into such Approved AMA, the value of the assets of such New Client to be managed by LAMCO and its Affiliates, taken together with the value of the assets of each Affiliate of such New Client then being managed or proposed to be managed by LAMCO and its Affiliates (in each case, as determined by the Board of Managers in good faith and on a reasonable basis at the time of entering into such Approved AMA), equals (A) \$475 million or more, such New Client shall have been approved in writing by the Board of Managers and, if prior to the Termination Date, the UCC or (B) less than \$475 million, such New Client shall have been approved in writing by the Board of Managers.
- (c) Additional UCC Approval Rights Over the Operations of the Company. Anything in this Agreement to the contrary notwithstanding, prior to the Termination Date, no action shall be taken by the Company, the Board of Managers, or by any Manager, Authorized Person, director, manager, officer, agent or employee of the Company or any of its Subsidiaries, without the prior approval of the UCC, and which would cause or permit the Company or any of its Subsidiaries to:
 - (i) make any change to the form of entity of the Company or any such Subsidiary or file an election to cause the Company or such Subsidiary to be classified as an association taxable as a corporation for U.S. federal income tax purposes, except that the Company may cause a Subsidiary that is a “foreign eligible entity” (within the meaning of Regulations Section 301.7701-3(b)(2)) to make an election, effective on the date of the entity’s formation, to be treated as an association taxable as a corporation for U.S. federal income tax purposes;
 - (ii) amend, modify, supplement or waive any provision in this Agreement or the Certificate of Formation (other than as required by law or as provided in Section 19(b) hereof);
 - (iii) subject to Section 12(a)(i), commence any liquidation, dissolution or voluntary bankruptcy, administration, recapitalization or reorganization in any form of transaction, make any arrangements with creditors as part of a liquidation or bankruptcy, or consent to the entry of an order for relief in an involuntary case, or take the conversion of an involuntary case to a voluntary case, or consent to the appointment or taking possession by a receiver, trustee or other custodian for all or substantially all of its property, or otherwise seek the protection of any applicable bankruptcy or insolvency law;
 - (iv) enter into any merger or consolidation, whether to effect an acquisition, divestiture or otherwise other than any internal reorganization involving solely the Company and its Subsidiaries; *provided* that any such internal reorganization shall remain subject to

the approvals required under clause (i) of this Section 7(c) and Section 7(d) of this Agreement;

- (v) enter into any sale, lease or other conveyance of assets outside of the ordinary course of its business other than with respect to obsolete equipment;
 - (vi) issue any equity or securities convertible into or exercisable for equity, including without limitation rights, warrants or options to purchase equity;
 - (vii) enter into any extraordinary corporate transactions, such as a recapitalization, reorganization (other than an internal reorganization as permitted under clause (iv) above, including the proviso thereto), joint venture or acquisition (excluding any joint venture or similar arrangements with respect to marketing arrangements and/or the management of a Third-Party Client's assets and which is non-exclusive and terminable without penalty (with a reasonable period of notice));
 - (viii) make any loan or advance other than (a) ordinary-course advances to cover expenses of the Company or of any Manager, Officer, Authorized Person, agent or employee of the Company and (b) for or on behalf of clients of the Company;
 - (ix) guarantee, assume or incur indebtedness for borrowed money;
 - (x) make any material change to the scope or nature of its business and operations;
 - (xi) add the capacity, or otherwise agree, to manage assets in a new asset class to the extent that the addition of such asset class would require the hiring of additional personnel or the addition of infrastructure; or
 - (xii) incur non-reimbursable client development expenses that are not subject to reimbursement by a client other than pursuant to a budget approved by the UCC (at least once a year) the amount of which is expected to be approximately \$3.5 million per year.
- (d) Additional UCC Approval Rights Over LBHI and its Subsidiaries. Anything in this Agreement to the contrary notwithstanding, prior to the Termination Date, without the prior approval by the UCC, LBHI agrees that it shall not, and shall not permit any of its Affiliates (other than the Company and its Subsidiaries) or any of the directors, officers, or employees of LBHI or any of such Affiliates to, and no action shall be taken by the Company, the Board of Managers or by any Manager, Authorized Person, director, manager, officer, agent or employee of the Company or any of its Subsidiaries that would permit LBHI or any of such Affiliates to:

- (i) make any loan or advance to, make any capital contribution or other investment in, or guarantee any indebtedness of the Company or any of its Subsidiaries other than (A) the Cash Contribution, (B) the payment of obligations as and when due under the Asset Management Agreement, dated as of ____, 2010, between LBHI and certain of Subsidiaries party thereto and LAMCO or any successor asset management agreement or agreements, (C) the guarantee by LBHI of the Company's obligations under any of LAMCO's employment contracts existing on the date hereof and (D) the guarantee by LBHI of the obligations set forth on Schedule II hereto; provided, that LBHI may contribute, and cause LBHI SPV to contribute, to the Company, and the Company may contribute to one or more Subsidiaries, assets otherwise permitted to be contributed pursuant to the Contribution Agreement; or
- (ii) take or permit any other Person to take any action that would result in LBHI and its Subsidiaries (other than the Company and its Subsidiaries) owning directly or indirectly less than 100% of the Company's or any of its Subsidiaries' Equity Securities.

(e) Board of Managers. The Board of Managers shall have [] Managers or such other number as the Members shall determine by a vote of a Majority in Interest of the Members; *provided* that at least a majority of the Board of Managers shall at all times be comprised of LBHI personnel (the "LBHI Designees"). Until the Termination Date, the UCC shall have the right to require that an independent person be appointed as a member of the Board of Managers; Such independent person shall be selected by the UCC; provided, however, that the appointment of such independent person to be selected by mutual agreement between LBHI and the UCC shall require prior approval of LBHI, which approval shall not be unreasonably withheld. The Board of Managers shall initially be composed of the following individuals:

- []
- []
- []

Vacancies on the Board of Managers or any committee thereof from whatever cause shall be filled by a vote of a Majority in Interest of the Members. Managers shall serve until they resign, die, become incapacitated or are removed. Managers can be removed with or without cause by a vote of a Majority in Interest of the Members. Determinations to be made by the Managers or a committee thereof in connection with the conduct of the business of the Company shall be made by affirmative vote of the majority of the Managers or members of such committee then in office unless otherwise specifically provided herein or in the LLC Act.

(f) Committees. The Board of Managers may designate one or more committees, each committee to consist of three or more of the Managers of the Company, and

LBHI Designees shall at all times constitute at least a majority of each such committee. The Board of Managers may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, provided that at least a majority of such committee continues to be comprised of LBHI Designees. Any such committee, to the extent provided in the resolution designating such committee and subject to any restrictions on the Board of Managers as provided herein, shall have and may exercise all of the powers of the Board of Managers in the management of the business and affairs of the Company; *provided, however*, that only the Board of Managers (subject to prior approval of the UCC as set forth herein) shall have power or authority in reference to (i) amending the Certificate of Formation of the Company, (ii) adopting an agreement of merger or consolidation, recommending to the Members the sale, lease or exchange of all or substantially all of the Company's property and assets, (iii) recommending to the Members a dissolution of the Company or a revocation of a dissolution or (iv) declaring a distribution or authorizing the issuance of any Equity Securities (unless in the case of clause (iv), the Board of Managers expressly resolves to delegate such power to a committee). Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Each committee shall keep regular minutes of its meetings and report the same to the Managers.

- (g) Place of Meetings and Meetings by Telephone. All meetings of the Board of Managers and any committee may be held at any place that has been designated from time to time by resolution of the Board of Managers or the members of such committee. In the absence of such a designation, regular meetings shall be held at the principal place of business of the Company. Any meeting, regular or special, may be held by conference telephone or similar communication equipment as long as all Managers participating in the meeting can hear one another, and all Managers participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting.
- (h) Regular Meetings. Regular meetings of the Board of Managers shall be held at least once per year at such times and at such places as shall be fixed by the Board of Managers.
- (i) Special Meetings. Special meetings of the Board of Managers for any purpose or purposes may be called at any time by a Majority in Interest of the Members or any LBHI Designee. Notice of the time and place of a special meeting shall be delivered personally or by telephone to each Manager and sent by first-class mail, by telecopy (or by Electronic Transmission) or by nationally recognized overnight courier, charges prepaid, addressed to each Manager at that Manager's address as it is shown on the record of the Company. In case the notice is mailed, it shall be deposited in the United States mail at least five (5) calendar days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone or by telecopy (or by Electronic Transmission) or overnight courier, it shall be given at least two (2) calendar days before the time of the holding of the

meeting. Any oral notice given personally or by telephone may be communicated either to the Manager or to a person at the office of the Manager who the person giving the notice has reason to believe will promptly communicate it to the Manager. The notice need not specify the purpose of the meeting.

- (j) UCC Observers. Prior to the Termination Date, the UCC shall have the right to designate not more than two Observers to attend any meeting of the Board of Managers or any committee thereof. The Company shall provide the Observer notice of every meeting of the Board of Managers and committee thereof on the same date and in the same manner as notice is given to the Managers or committee members, as applicable, at the address designated by each Observer. The Observers will be entitled to receive all written materials and other information delivered to the Managers and committee members in connection with each such meeting and each action taken pursuant to clause (m) below on the same date that such materials and information are delivered to the Managers or committee members, as applicable. Notwithstanding the foregoing, prior to the receipt of such materials and information, each Observer shall enter into a confidentiality agreement in a form reasonably acceptable to the Company and the UCC with respect to any meeting of the Board of Managers or any written materials or other information received by any Observer in connection therewith.
- (k) Waiver of Notice. Notice of any meeting need not be given to any Manager who either before or after the meeting signs a written, or transmits by Electronic Transmission, a waiver, of notice, consent to holding the meeting, or approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the records of the Company or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Manager who attends the meeting without protesting before or at its commencement the lack of notice to that Manager.
- (l) Adjournment. A majority of the Managers present may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than forty-eight (48) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting in the manner specified in subsection (i) of this Section 7.
- (m) Action Without a Meeting. Any action to be taken by the Board of Managers or any committee at a meeting may be taken without such meeting by the written consent or consent by Electronic Transmission of a majority of the Managers or members of such committee then in office, except to the extent that the vote of a higher number of Managers is required by this Agreement or applicable law. Any written consent may be executed and given by facsimile, telecopy or similar means. Such written consents and consents by Electronic Transmission shall be filed with the minutes of the proceedings of the Managers.

- (n) Compensation. Managers shall not receive any salary for their services as Managers or as members of committees, but by resolution of the Board of Managers (i) expenses of attendance may be allowed for attendance by Managers at each meeting and (ii) a fixed fee may be allowed for attendance by independent Managers at each meeting. Nothing herein contained shall be construed to preclude any Manager from serving the Company in any other capacity, as an Officer, agent or otherwise, and receiving compensation thereof.
- (o) Standard of Care. Notwithstanding anything to the contrary herein, (i) each Manager shall owe the same fiduciary duties to the Members that a director of a Delaware corporation owes to the shareholders of such corporation and (ii) each Officer and Authorized Person shall owe the same fiduciary duties to the Members that an officer of a Delaware corporation owes to the shareholders of such corporation.
- (p) Subsidiaries. The Company shall cause LAMCO and each other material Subsidiary to at all times be governed by a board of directors, board of managers or similar governing body. The composition (but not necessarily the individual members) of the board of directors, board of managers and each other governing board or body of each of the Company's Subsidiaries (each, a "Sub Board") shall be the same as that of the Board of Managers and each such Sub Board shall be governed by provisions substantially similar to Sections 7(e) through 7(o).

8. Officers/Authority

- (a) Officers and Authorized Persons. The Board of Managers may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees and agents who may be designated as (i) officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "vice president," "treasurer," "secretary," "managing director," "chief financial officer," "assistant treasurer" and "assistant secretary" (each an "Officer") or (ii) authorized persons ("Authorized Persons") as and to the extent authorized by the Board of Managers, which persons may, but are not required to, be Officers. Any two or more offices may be held by the same person.
- (b) Authority. All Authorized Persons and Officers, if any, subject to the provisions of Section 7(c) hereof, shall have such authority and shall perform such duties as may be specified from time to time by the Board of Managers. Unless the Board of Managers resolves otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office except as otherwise provided herein. Subject to the terms herein, the Board of Managers may delegate to any Officer or Authorized Person any of the Board of Managers' powers under this Agreement; *provided* that the power to bind or sign on behalf of the Company may only be delegated by the Board of Managers to Authorized Persons. Any delegation pursuant to this Section 8 may be revoked at any time by

the Board of Managers. Unless authorized by the Board of Managers or expressly permitted by this Agreement, no Officer, Authorized Person, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or to any amount.

- (c) Election. The Officers shall be chosen by the Board of Managers and shall hold the office for the term determined by the Board of Managers, or, if no term is specified, until the time at which their successors are appointed and qualified or their earlier death, incapacity or resignation, *provided* that an Officer or Authorized Person shall immediately cease to hold any and all offices in the Company to which he or she has been appointed without the necessity or acceptance of a resignation or relinquishment in the event that such Officer ceases to be employed by the Company, whether by retirement, termination or otherwise. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Managers.
- (d) Removal. Any Officer or Authorized Person may be removed by the Board of Managers at any time with or without cause.
- (e) Delegation of Power. The Board of Managers may from time to time delegate the powers or duties of any Officer or Authorized Person to any other Officer, Authorized Person or other person whom it may select. The Board of Managers may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion except as otherwise agreed to in writing by the Company.
- (f) Compensation. Subject to Section 7 hereof, the compensation, if any, of each Officer or Authorized Person shall be such as the Board of Managers may from time to time determine.
- (g) Resignations. Any Officer or Authorized Person may resign at any time by giving written notice or notice by Electronic Transmission to the Board of Managers. Any such resignation shall take effect at the time specified therein or if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

9. Capital Accounts

- (a) Capital Accounts. There shall be established and maintained for each Member a separate capital account (“Capital Account”). The initial balance of each Member’s Capital Account shall equal the amount of money and the fair market value of any other property contributed or deemed contributed to the Company by such Member net of liabilities. There shall subsequently be added to the Capital Account of each Member (i) the amount of money and the fair market value of any other property subsequently contributed to the Company by such Member net

of liabilities and (ii) such Member's distributive share of Net Income and any item in the nature of income or gain that is specially allocated to the Member pursuant to Section 11(c). There shall be subtracted from the Capital Account of each Member (x) the amount of any money, and the fair market value of any other property, distributed to such Member net of liabilities and (y) such Member's distributive share of Net Loss and any item in the nature of loss or expense that is specially allocated to such Member pursuant to Section 11(c). The foregoing provision and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations.

- (b) Interest. No interest shall be payable to any Member by reason of the amount of such Member's capital contribution or Capital Account.
- (c) No Deficit Restoration Obligation. Notwithstanding any other provision of this Agreement to the contrary, at no time during the term of the Company or upon dissolution and liquidation thereof shall a Member with a negative balance in its Capital Account have any obligation to the Company or the other Members to restore such negative balance. In addition, no allocation to any Member of any loss, whether attributable to depreciation or otherwise, shall create any asset of or obligation to the Company, even if such allocation reduces the Capital Account of any Member or creates or increases a deficit in such Capital Account. It is also the intent of the Members that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.
- (d) Transfer of Interest. In the event all or a portion of an interest in the Company is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent that it relates to the transferred interest.

10. Distributions

- (a) All cash and other distributable assets of the Company shall be distributed to the Members in accordance with their respective Percentage Interests. Distributions shall be made at such time, to such extent and in such manner as the Board of Managers shall determine.
- (b) To the extent the Board of Managers reasonably determines that the Company is required by law to withhold or to make tax payments on behalf of or with respect to any Member ("Tax Advances"), the Board of Managers may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Member shall, at the option of the Board of Managers, (i) be promptly paid to the Company by the Member on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Member or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Member. Whenever the Board of Managers selects option (ii) pursuant to the preceding sentence for

repayment of a Tax Advance by a Member, for all other purposes of this Agreement such Member shall be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such Tax Advance. To the fullest extent permitted by law, each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability (including, without limitation, any liability for taxes, penalties, additions to tax, interest or failure to withhold taxes) with respect to income attributable to or distributions or other payments to such Member.

11. Allocations

- (a) General Application. Except as explicitly provided elsewhere herein, Net Income or Net Loss for a Fiscal Year shall be allocated among the Members in a manner that shall, as nearly as possible, cause the Capital Account balance of each Member at the end of such Fiscal Year to equal the excess (which may be negative) of (i) the distributions that would be made to such Member if the Company were dissolved, its affairs wound up and its assets (including cash) sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied (limited in the case of each Nonrecourse Liability to the Gross Asset Value of the assets securing such liability) and the net assets of the Company were distributed in accordance with Section 10(a) to the Members, minus (ii) the sum of the amount, if any, that such Member would be obligated to contribute to the capital of the Company and such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of the assets.
- (b) Loss Limitation. Notwithstanding anything to the contrary in Section 11(a), the amount of items of Company expense and loss allocated pursuant to Section 11(a) to any Member shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year, unless each Member would have an Adjusted Capital Account Deficit. All such items in excess of the limitation set forth in this Section 11(b) shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (i) and (ii) of the definition of Adjusted Capital Account Deficit, until no Member would be entitled to any further allocation, and thereafter, to all Members, pro rata, in proportion to their respective Percentage Interests.
- (c) Notwithstanding anything to the contrary contained in this Section 11, the following special allocations shall be made in the following order:
 - (i) *Minimum Gain Chargeback.* If there is a net decrease during a Fiscal Year in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Section 11, each Member shall receive such

special allocations of items of Company income and gain as are required in order to conform to Regulations Section 1.704-2.

- (ii) *Qualified Income Offset.* Subject to Section 11(c)(i) hereof, but notwithstanding any other provision of this Section 11, items of income and gain shall be specially allocated to the Members in a manner that complies with the “qualified income offset” requirement of Regulations Section 1.704-1(b)(2)(ii)(d)(3).
- (iii) *Deficit Capital Accounts Generally.* If a Member has a deficit Capital Account balance at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is then obligated to restore pursuant to this Agreement, and (ii) the amount such Member is then deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), respectively, such Member shall be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of income and gain of the Company for such Fiscal Year in accordance with Regulations Section 1.704-1(b)(2)(ii)(d)) in the amount of such excess as quickly as possible, provided that any allocation under this Section 11(c)(iii) shall be made only if and to the extent that a Member would have a deficit Capital Account balance in excess of such sum after all allocations provided for in this Section 11 have been tentatively made as if this Section 11(c)(iii) were not in this Agreement.
- (iv) *Deductions Attributable to Company Nonrecourse Debt.* Member Nonrecourse Deductions shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Regulations Section 1.752-2) for such Member Nonrecourse Debt.
- (v) *Allocation of Nonrecourse Deductions.* Nonrecourse Deductions of the Company shall be specially allocated to the Members pro rata in proportion to their respective Percentage Interests.

The amounts of any Company income, gain, loss or deduction available to be specially allocated pursuant to this Section 11(c) shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (v) of the definition of Net Income and Net Loss.

- (d) Transfer of Interest. In the event of a transfer of all or part of an interest in the Company or the admission of an additional Member pursuant to Section 2 at any time other than the end of a Fiscal Year, the shares of items of Net Income or Net Loss and specially allocated items allocable to the interest transferred shall be allocated between the transferor and the transferee (or among the existing Members and the additional Member) in a manner determined by the Board of

Managers in its sole discretion that is not inconsistent with the applicable provisions of the Code and Regulations.

(e) Tax Allocations.

- (i) *Sections 704(b) and 704(c) Allocations.* Each item of income, gain, loss, deduction or credit for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Income or Net Loss or is specially allocated pursuant to Section 11(c) (a “*Book Item*”) shall be allocated among the Members in the same proportion as the corresponding Book Item; *provided, however,* that in the case of any Company asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for federal income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (using any permissible method determined by the Board of Managers) so as to take account of the difference between the Gross Asset Value and the adjusted tax basis of such asset.
- (ii) *Credits.* All tax credits shall be allocated among the Members as determined by the Board of Managers in its sole and absolute discretion, consistent with applicable law.

The tax allocations made pursuant to this Section 11(e) shall be solely for tax purposes and shall not affect any Member’s Capital Account or share of non-tax allocations or distributions under this Agreement.

12. Dissolution

- (a) The Company shall be dissolved, wound up and terminated as provided herein upon the first to occur of the following:
 - (i) a decree of dissolution of the Court of Chancery of the State of Delaware pursuant to Section 18-802 of the LLC Act; or
 - (ii) the determination of all of the Members to dissolve the Company.

Except as expressly provided herein or as otherwise required by Delaware law, the Members shall have no power to dissolve the Company.

- (b) In the event of the dissolution of the Company for any reason, the Board of Managers or a liquidating agent or committee appointed by the Board of Managers shall act as a liquidating agent (the Board of Managers or such liquidating agent or committee, in such capacity, is hereinafter referred to as the “Liquidator”), and shall commence to wind up the affairs of the Company and to liquidate the Company assets. The Members shall continue to share all income, losses and distributions during the period of liquidation in accordance with this

Agreement. The Liquidator shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company assets pursuant to such liquidation, giving due regard to the activity and condition of the relevant market and general financial and economic conditions.

- (c) The Liquidator shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Board of Managers would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidator is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any Company assets.
- (d) Notwithstanding the foregoing, a Liquidator which is not a Member shall not be deemed a Member and shall not have any of the economic interests in the Company of a Member; and such Liquidator shall be compensated for its services to the Company at normal, customary and competitive rates for its services to the Company, as reasonably determined by the Board of Managers.
- (e) Upon liquidation of the Company, the Company's assets shall be applied in the following order of priority:
 - (i) first, to pay the costs and expenses of the winding up, liquidation and termination of the Company;
 - (ii) second, to creditors of the Company, including Members who are creditors to the extent permitted by law, in the order of priority provided by law, including fees, indemnification payments and reimbursements payable to the Members or their Affiliates, but not including those liabilities for distributions to the Members in their capacity as Members under Section 18-601 or 18-604 of the LLC Act;
 - (iii) third, to establish reserves reasonably adequate to meet any and all contingent, conditional, unmatured or unforeseen liabilities or obligations of the Company; provided, however, that at the expiration of such period of time as the Liquidator may deem advisable, the balance of such reserves remaining after the payment of such contingencies or liabilities shall be distributed as hereinafter provided;
 - (iv) fourth, to the extent (without duplication) not permitted under clause (a) above, to the Members in satisfaction of liabilities or obligations of the Company to the Members; and
 - (v) fifth, the remainder to the Members in proportion to their respective Percentage Interests.

If the Liquidator, in its sole discretion, determines that Company assets other than cash are to be distributed, then the Liquidator shall cause the fair market value of

the assets not so liquidated to be determined. Such assets shall be retained or distributed by the Liquidator as follows:

- (A) The Liquidator shall retain assets having a value, net of any liability related thereto, equal to the amount by which the net proceeds of liquidated assets are insufficient to satisfy the requirements of subparagraphs (i), (ii), (iii) and (iv) of this subparagraph (e); and;
- (B) The remaining assets shall be distributed to the Members in the manner specified in subparagraphs (iv) and (v) of this subparagraph (e).

13. Liability

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Indemnitee shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnitee. The personal liability of any Indemnitee is eliminated or limited to the fullest extent permitted under the LLC Act, and no Indemnitee shall have any liability to the Company except as expressly required by the LLC Act; *provided, however,* that nothing contained herein shall protect any Indemnitee against any liability to the Company or the Members to which such Indemnitee would otherwise be subject by reason of any act or omission of such Indemnitee that involves actual bad faith, fraud or willful misconduct and, in the case of current or former Officers, employees and members of the Board of Managers, gross negligence. The Indemnitee shall be protected against any liability for a breach of Section 7(o) except to the extent protection from such liability would not be permitted under Delaware law with respect to an officer or director of a Delaware corporation.

14. Indemnification; Insurance

- (a) The Company, to the extent and in a manner permitted by Delaware law as in effect from time to time, shall indemnify any Indemnitee (including the heirs, executors, administrators or estate of any, such Indemnitee) who was or is made a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including any appeal thereof), whether civil, criminal, administrative, regulatory or investigative in nature, (other than an action or suit by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that such person is or was an Indemnitee, or is or was serving at the request of the Company as a manager, officer, authorized signatory, director, shareholder, member, partner, trustee, fiduciary, employee or agent (a "Subsidiary Officer") of another corporation, limited liability company, partnership, joint venture, trust, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (an "Associated Entity"), against expenses (including attorneys' fees and disbursements), costs, judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred ("Losses") by such Indemnitee in

connection with, and shall advance expenses incurred by such person in advance of the final disposition of, such action, suit or proceeding, unless it is proven in a court with appropriate jurisdiction in a final, non-appealable judgment that such Indemnitee is liable in respect of the Losses referred to in this subparagraph and such Indemnitee's conduct constituted bad faith, fraud or willful misconduct and, in the case of current or former Officers, employees and members of the Board of Managers, gross negligence. The Company shall indemnify any Indemnitee (including the heirs, executors, administrators or estate of any such Indemnitee) for a breach of Section 7(o) except to the extent such indemnification would not be permitted under Delaware law with respect to an officer or director of a Delaware corporation.

- (b) Any Manager, Officer, Authorized Person, employee or agent of the Company, or person who is or was serving at the request of the Company as a Subsidiary Officer of any Associated Entity, shall be covered by the insurance of LBHI against any liability asserted against such person and incurred by such person in any capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Section or applicable law.

15. Fiscal Year

The fiscal year of the Company (the "Fiscal Year") shall be the calendar year, except that if the Company is required by the Code to use a taxable year other than a calendar year, then the Fiscal Year shall be such taxable year.

16. Accounting; Tax Matters

(a) Tax Matters.

- (i) For any tax period during which the Company has only one Member, it is the intention of the Member that the Company be treated, wherever permitted, as disregarded as an entity separate from, or otherwise treated as a division of, such sole Member for federal, state, local and foreign income tax purposes. For any tax period during which the Company has more than one Member, it is the intention of the Members that the Company shall be taxed, wherever permitted, as a "partnership" for federal, state, local and foreign income tax purposes. The Members agree to take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may reasonably be required in order for the Company to qualify for such treatment for federal, state, local and foreign income tax purposes.
- (ii) LBHI shall be the Member authorized to prepare, execute and file tax returns on behalf of the Company LBHI SPV shall be the "tax matters partner" of the Company within the meaning of Code Section 6231(a)(7).

In all other matters, LBHI shall represent the Company before the Internal Revenue Service and any state, local or foreign taxing authority.

- (b) Tax Elections. All decisions and other matters concerning tax elections, the computation and allocation of items of income, gain, loss, deduction and credits among the Members, and accounting procedures, in each case, to the extent not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board of Managers. Any determination made pursuant to this Section 16(b) by the Board of Managers shall be conclusive and binding on all Members.

17. Voting Interests in Subsidiaries

Except as otherwise determined by the Board of Managers, any Officer or Authorized Person shall each have full power and authority on behalf of the Company to attend and to act and to vote the stock or other equity interest of any corporation, company, partnership or other entity held by the Company in accordance with the wishes of the Board of Managers at any meeting of the stockholders, members, partners or other securityholders of such entity, or to execute written consents or transmit consents by Electronic Transmission in lieu thereof, and to execute a proxy for any other person to represent the Company at any such meeting, and at any such meeting such Officer, Authorized Person or the holder of any such proxy shall possess and may exercise any and all rights incident to ownership of the stock or other equity interest of such entity and which, as owner thereof, the Company might have possessed and exercised if present. The Board of Managers may from time to time confer like powers and authority regarding the stock or other equity interest of any such corporation, company, partnership or entity to any other person or persons.

18. Records

Any records maintained by the Company in the regular course of its business, including its books of account and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method; *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time. The Company shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the LLC Act. Any records maintained by the Company shall be deemed to be solely the records of the Company and not of LBHI or any of its other affiliates.

19. Amendment

- (a) Other than as described in subparagraph (b) and (c) below and subject to Section 7(c)(ii) hereof, the approval of the Majority in Interest of the Members of the Company shall be required to amend or waive any provision of this Agreement or the Certificate of Formation of the Company.
- (b) Notwithstanding anything to the contrary in this Agreement, this Agreement shall be automatically amended as expressly provided in a plan of reorganization or liquidation of LBHI or its affiliated debtors or debtors in possession without any

further action required of any Person effective as of the date of the order of the Bankruptcy Court approving such plan of reorganization or liquidation.

(c) Any material amendment, modification, supplement or waiver to this Agreement proposed to be made prior to the Termination Date shall require the prior approval of the Bankruptcy Court.

20. Bankruptcy

The bankruptcy (as defined in the LLC Act) of a Member of the Company shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

21. Governing Law

This Agreement shall be construed and enforced in accordance with the law of the State of Delaware without regard to conflict of law principles. Nothing in this Agreement, including Section 9(c), shall be construed to waive any provision of the LLC Act not permitted to be waived by a limited liability company agreement.

22. Third-Party Beneficiary Rights

No provision of this Agreement is intended or shall be construed to confer upon any person or entity any right, remedy or claim under or by reason of this Agreement or any part hereof, other than (i) the parties hereto and their respective successors and permitted assigns, (ii) the Managers (with respect to the rights expressly granted to the Managers hereunder), (iii) the UCC (which shall, until the Termination Date, be a third-party beneficiary of this Agreement with rights to enforce the obligations of the parties hereto), and (iv) Indemnitees, who shall be third-party beneficiaries of this Agreement with rights to enforce the provisions of Section 14 applicable to such Indemnitee.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

LEHMAN BROTHERS HOLDINGS INC.

By: _____
Name:
Title:

LBHI LAMCO HOLDINGS LLC

By: _____
Name:
Title:

SCHEDULE I

<u>NAME</u>	<u>AMOUNT</u>	<u>PERCENTAGE INTEREST</u>
Lehman Brothers Holdings Inc.	\$19,800,000	99%
LBHI LAMCO Holdings LLC	\$200,000	1%
Total	\$20,000,000	100%

SCHEDULE II

Assigned Contracts Subject to LBHI Guarantee

[To Come]