

STAY AND SECURITY AGREEMENT

This STAY AND SECURITY AGREEMENT (this "Agreement"), dated as of July 12, 2011, by and among Barclays Capital Inc., a Connecticut corporation ("Barclays Capital"), Barclays Bank PLC, an English public limited company ("Barclays Bank"), and James W. Giddens, as trustee (the "Trustee") for the Securities Investor Protection Act liquidation of Lehman Brothers Inc.

Recitals

WHEREAS, on September 18, 2009, the Trustee filed its motion for Relief Pursuant To The Sale Orders Or, Alternatively, For Certain Limited Relief Under Rule 60(b) (the "Trustee's Motion");

WHEREAS, on November 16, 2009, the Trustee filed an Adversary Complaint against Barclays Capital (the "Trustee's Adversary Complaint");

WHEREAS, on January 29, 2010, Barclays Capital filed its motion to Enforce The Sale Order And Secure Delivery Of All Undelivered Assets ("Barclays' Motion");

WHEREAS, the Honorable James M. Peck, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the "Court") has entered or is expected to enter (i) the Order Resolving The Trustee's Motion, (ii) the Order Resolving The Adversary Complaint, (iii) the Order Resolving Barclays' Motion, (iv) the Trustee's judgment against Barclays Capital with respect to the Margin Assets (as defined below) in the amount of \$2.054 billion, plus pre-judgment interest at an annual rate of five percent from September 22, 2008 to the date of entry thereof (the "Margin Assets Judgment") and (v) Barclays Capital's judgment against the Trustee with respect to the Clearance Box Assets (as defined below) in the amount of \$1.1 billion (the "Clearance Box Judgment");

WHEREAS, the Trustee and Barclays Capital have agreed, and the Court has so-ordered or is expected to so-order, a stipulation and order staying the enforcement of the Margin Assets Judgment and the Clearance Box Judgment pending appeal pursuant to Rule 8005 of the Federal Rules of Bankruptcy Procedure (the "Stay"); and

WHEREAS, Barclays Capital, Barclays Bank and the Trustee desire to enter into an arrangement for the provision of security for the Stay.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Margin Assets Judgment to Barclays Bank.

(a) Barclays Capital hereby conveys, transfers and assigns to Barclays Bank all of its obligations and liabilities (in each case, whether now existing or hereafter arising) in, to, under, pursuant to or in any manner relating to the Margin Assets Judgment or any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, including the amount, if any, determined in a final, non-appealable judgment, to be payable by Barclays Capital to the Trustee pursuant to the Margin Assets Judgment, in each case including any applicable post-judgment interest accrued thereon (the “Final Margin Assets Judgment Amount”) (all of the foregoing, collectively, the “Transferred Liabilities”). Barclays Bank hereby accepts and assumes from Barclays Capital, and agrees to pay, perform and discharge promptly and fully when due, all of the Transferred Liabilities.

(b) The Trustee hereby acknowledges and agrees, by its signature below, that it irrevocably consents to the assignment by Barclays Capital, and the assumption by Barclays Bank, of all of the Transferred Liabilities (including, without limitation, the obligations and liabilities of Barclays Capital to pay to the Trustee any Final Margin Assets Judgment Amount). The parties acknowledge and agree that (i) the Trustee shall have the right to enforce the Transferred Liabilities, if and to the extent such Transferred Liabilities become enforceable (including, without limitation, any Final Margin Assets Judgment Amount), against Barclays Bank, and as such (ii) the Trustee shall have no right, and shall not seek, to enforce the Transferred Liabilities (including, without limitation, any Final Margin Assets Judgment Amount) against Barclays Capital. For the avoidance of doubt and without limitation of the foregoing, the Trustee further acknowledges and agrees that payment in full of the Transferred Liabilities by Barclays Bank (whether directly or through the release of assets in the Collateral Account (as defined below)) shall be in full and final satisfaction of any obligations of Barclays Capital to the Trustee in respect of the Transferred Liabilities.

2. Transfer of Clearance Box Judgment to Barclays Bank.

(a) Barclays Capital hereby conveys, transfers and assigns to Barclays Bank all of its rights, benefits, title and interest (in each case, whether now existing or hereafter arising) in, to, under, pursuant to or in any manner relating to the Clearance Box Judgment or any subsequent judgment obtained against the Trustee in respect of the Clearance Box Assets, including any amount, determined in a final, non-appealable judgment, to be payable by the Trustee to Barclays Capital pursuant to the Clearance Box Judgment, plus in each case all applicable post-judgment interest accrued thereon (the “Final Clearance Box Judgment Amount”) (all of the foregoing, collectively, the “Transferred Rights”). Barclays Bank hereby accepts and assumes all of Barclays Capital’s rights, benefits, title and interest in and to the Transferred Rights (including, without limitation, any Final Clearance Box Judgment Amount) and agrees for the benefit of the Trustee not to convey, transfer or reassign any such rights, benefits, title or interest, including, without limitation, to Barclays Capital, until the earlier to occur of (a) full and final satisfaction of the Transferred Liabilities and (b) the determination pursuant to a final, non-appealable judgment that no amounts are payable by Barclays Capital (or Barclays Bank) to the Trustee in respect of the Margin Assets Judgment.

(b) The Trustee hereby acknowledges and agrees, by its signature below, that it irrevocably consents to the assignment by Barclays Capital, and the assumption by Barclays Bank, of all of the rights, benefits, title and interest of Barclays Capital in and to the Transferred Rights (including, without limitation, any Final Clearance Box Judgment Amount). The parties acknowledge and agree that (i) Barclays Bank shall have the right to enforce the Transferred Rights, if and to the extent such Transferred Rights become enforceable (including, without limitation, any Final Clearance Box Judgment Amount), against the Trustee, and as such (ii) Barclays Capital shall have no right, and shall not seek, to enforce any Transferred Rights (including, without limitation, any Final Clearance Box Judgment Amount) against the Trustee. For the avoidance of doubt and without limitation of the foregoing, Barclays Capital further acknowledges and agrees that payment in full of the Transferred Rights by the Trustee to Barclays Bank shall be in full and final satisfaction of any obligations of the Trustee to Barclays Capital in respect of the Transferred Rights.

3. Establishment of Collateral Account as Security for Margin Assets Judgment.

(a) Barclays Bank shall, prior to the Effective Date, establish a separate collateral account in its name (the “Collateral Account”) at The Bank of New York Mellon, acting as the securities intermediary (“BONY”), into which there shall be Deposited (as defined below) from time to time Eligible Collateral. Each of Barclays Bank and the Trustee shall, and Barclays Bank shall procure that BONY shall, in each case prior to the Effective Date, enter into a Collateral Account Control Agreement (the “Collateral Account Agreement”) in the form attached hereto as Exhibit C. The parties acknowledge and agree that this Agreement constitutes the “Collateral Agreement” for purposes of the Collateral Account Agreement. To secure the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined below), each of Barclays Bank (and, for the avoidance of doubt and to the extent relevant, Barclays Capital) hereby grants to the Trustee a continuing security interest in, lien on and right of setoff against all of the Collateral (as such term is defined in the Collateral Account Agreement) and all proceeds thereof to the extent such proceeds have not been transferred to Barclays Bank in accordance with Section 3 of Article III of the Collateral Account Agreement (including any proceeds of the liquidation of any thereof pursuant to Section 6 hereof). For the avoidance of doubt, such security interest, lien and right of setoff shall continue after any transfer of the Collateral to the Trustee pursuant to Section 6 hereof.

(b) Barclays Bank shall be required to Deposit into the Collateral Account Eligible Collateral at such times and in such amounts as set forth in Section 4 of this Agreement. The parties acknowledge and agree that all fees and expenses of, and any indemnification obligations in favor of BONY, under the Collateral Account Agreement shall be the responsibility of Barclays Bank.

(c) Except as expressly set forth in Sections 4, 5 and 7 of this Agreement, the parties agree that Barclays Bank and Barclays Capital shall not be required to post any bond or otherwise provide any security to secure any payment with respect to the Margin Assets Judgment. The parties further agree that the Trustee shall not be required to post any bond or

otherwise provide any security to secure any payment with respect to the Clearance Box Judgment.

4. Funding of the Collateral Account.

(a) In the event that (i) Barclays Bank's long-term unsecured debt credit rating assigned by Standard & Poor's (as defined below) falls below "AA-," (ii) Barclays Bank's long-term unsecured debt credit rating assigned by Moody's (as defined below) falls below "Aa3", (iii) Standard & Poor's (for any reason) no longer assigns a long-term unsecured debt credit rating to Barclays Bank or (iv) Moody's (for any reason) no longer assigns a long-term unsecured debt credit rating to Barclays Bank (each, a "Downgrade Event"), Barclays Bank shall Deposit into the Collateral Account within three (3) Business Days (as defined below) following such Downgrade Event Eligible Collateral (as defined below) having an Aggregate Post-Haircut Fair Market Value (as defined below) at least equal to the Required Collateral Amount (as defined below). If at any time following a Downgrade Event, such Downgrade Event is no longer continuing and no other Downgrade Event has occurred and is continuing, then Barclays Bank shall be permitted to withdraw all Eligible Collateral then Deposited in the Collateral Account and shall not have any obligation under this Section 4 or Section 5 of this Agreement to fund and maintain the Required Collateral Amount of Eligible Collateral in the Collateral Account until the occurrence of a subsequent Downgrade Event. In the event Barclays Bank is permitted to withdraw all Eligible Collateral then Deposited in the Collateral Account pursuant to the immediately preceding sentence, the Trustee hereby agrees to take all such actions as reasonably requested by Barclays Bank, including, without limitation, providing notices and instructions to BONY, to permit such withdrawal by Barclays Bank.

(b) For purposes of this Agreement:

"Business Day" shall mean any day excluding, Saturday, Sunday or any day which is a legal holiday, or on which banking institutions are authorized or required by law or other governmental action to close, in London, England or New York, New York.

"Clearance Box Assets" shall have the meaning ascribed to such term in the Court's Opinion On Motions Seeking Modification Of The Sale Order Pursuant To Rule 60(b), The Trustee's Motion For Relief Under The SIPA Sale Order, Barclays' Cross-Motion To Enforce The Sale Orders And Adjudication Of Related Adversary Proceedings, dated February 22, 2011.

"Clearance Box Judgment Amount" shall mean (i) unless and until the Clearance Box Judgment is reversed or vacated or becomes final and non-appealable, \$1.1 billion plus post-judgment interest under 28 U.S.C. § 1961 (the "Initial Clearance Box Judgment Amount"), (ii) in the event that the Clearance Box Judgment is reversed or vacated, zero, and (iii) at any time following a final, non-appealable judgment in respect of the Clearance Box Judgment, the Final Clearance Box Judgment Amount.

"Debtor Relief Laws" shall mean all liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership,

insolvency, reorganization, or similar debtor relief laws of the United Kingdom, the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Deposit” shall mean (i) in the case of cash, to wire transfer immediately available funds to BONY for deposit into the Collateral Account or (ii) in the case of any other Eligible Collateral, to deposit or credit the same to the Collateral Account such that the Trustee shall have a perfected security interest in respect thereof (including “control” within the meaning of Section 8-106 of the Uniform Commercial Code as in effect in the State of New York (the “UCC”)), in the case of each of (i) and (ii) free and clear of any lien or claim (other than the contingent rights thereto under the Collateral Account Agreement and this Agreement) and otherwise in a manner acceptable to BONY.

“Eligible Collateral” shall mean any, or any combination, of the types of securities or other assets set forth on Annex A hereto.

“Margin Assets” shall have the meaning ascribed to such term in the Court’s Opinion On Motions Seeking Modification Of The Sale Order Pursuant To Rule 60(b), The Trustee’s Motion For Relief Under The SIPA Sale Order, Barclays’ Cross-Motion To Enforce The Sale Orders And Adjudication Of Related Adversary Proceedings, dated February 22, 2011.

“Margin Assets Judgment Amount” shall mean (i) unless and until the Margin Assets Judgment is reversed or vacated or becomes final and non-appealable, \$2.054 billion plus pre-judgment interest at an annual rate of five percent from September 22, 2008 to the date of entry of judgment plus post-judgment interest under 28 U.S.C. § 1961 (the “Initial Margin Assets Judgment Amount”), (ii) in the event that the Margin Assets Judgment is reversed or vacated, zero, and (iii) at any time following a final, non-appealable judgment in respect of the Margin Assets Judgment, the Final Margin Assets Judgment Amount.

“Moody’s” shall mean Moody’s Investors Service, Inc.

“Post-Haircut Fair Market Value” shall mean, at any date, with respect to any particular item of Eligible Collateral, the product of (i) the fair market value thereof as of such date as determined by BONY, multiplied by (ii) the applicable discount factor set forth on Annex A hereto as of such date (expressed as a decimal figure).

“Required Collateral Amount” shall mean, at any time of determination, an amount equal to (i) the Margin Assets Judgment Amount determined as of such time, minus (ii) the Clearance Box Judgment Amount determined as of such time; provided, that if at any time of determination, the Clearance Box Judgment Amount at such time is greater than the Margin Assets Judgment Amount at such time, then the Required Collateral Amount shall be deemed to equal \$0.

“Secured Obligations” shall mean the Transferred Liabilities, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including, without limitation, any of the foregoing that accrues after the commencement by or against Barclays Bank of any proceeding under any Debtor Relief Laws naming Barclays Bank as the debtor in such proceeding.

“Standard & Poor’s” shall mean Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business.

All references to “\$” in this Agreement are to United States Dollars.

(c) In order for BONY to calculate the Required Collateral Amount at any given time, within five (5) Business Days following the Effective Date (as defined below) of this Agreement, Barclays Bank and the Trustee shall jointly complete, execute and deliver to BONY a written notice in the form attached hereto as Annex B (the “Required Collateral Amount Notice”) setting forth (i) the Margin Assets Judgment Amount as of the Effective Date, (ii) the Clearance Box Judgment Amount as of the Effective Date, (iii) the post-judgment interest under 28 U.S.C. § 1961, and (iv) all such other details as may be necessary to permit BONY to calculate the Required Collateral Amount following the Effective Date.

(d) In the event that (i) the Final Margin Assets Judgment Amount is determined by a final, non-appealable judgment to be more or less than the Initial Margin Assets Judgment Amount, (ii) the Final Clearance Box Judgment Amount is determined by a final, non-appealable judgment to be more or less than the Initial Clearance Box Judgment Amount, (iii) there is a change in the rate of post-judgment interest, (iv) the Margin Assets Judgment is reversed, vacated or the amount owing thereunder is otherwise modified or (v) the Clearance Box Judgment is reversed, vacated or the amount owing thereunder is otherwise modified, then within five (5) Business Days of such final, non-appealable judgment or change, Barclays Bank and the Trustee shall jointly complete, execute and deliver to BONY a revised Required Collateral Amount Notice.

5. Maintenance of Collateral Account.

(a) The parties acknowledge and agree that, pursuant to the Collateral Account Agreement on each Business Day following and during the continuation of a Downgrade Event, BONY will calculate the then aggregate Post-Haircut Fair Market Value of the Eligible Collateral in the Collateral Account and provide a written report, in such detail as may reasonably be specified by either the Trustee or Barclays Bank, to the parties of such then aggregate Post-Haircut Fair Market Value. Barclays Bank hereby agrees to procure that BONY (or any of its affiliates) will provide during each Collateral Period (as defined in the Collateral Account Agreement) the valuation and reporting services contemplated to be provided by the “Service Provider” thereunder. If on any Business Day following and during the continuation of a Downgrade Event, the aggregate Post-Haircut Fair Market Value of the Eligible Collateral in the Collateral Account is less than the then applicable Required Collateral Amount by more than \$1,000,000, Barclays Bank agrees that it shall Deposit, within one (1) Business Day of its receipt of a written report from BONY reflecting such deficiency, such additional Eligible Collateral

into the Collateral Account necessary in order for the aggregate Post-Haircut Fair Market Value of the Eligible Collateral in the Collateral Account to equal at least the Required Collateral Amount. Barclays Bank and the Trustee each covenants to the other not to unreasonably withhold its consent to any dealer proposed by the other from time to time for the purpose of the penultimate sentence of Section 12 of Article I of the Collateral Account Agreement (definition of “Market Value”).

(b) Notwithstanding anything to the contrary contained herein, Barclays Bank shall have the right at any time and from time to time to withdraw Collateral from, or substitute Eligible Collateral in, the Collateral Account if and only if (and Barclays Bank hereby covenants to the Trustee that, notwithstanding anything to the contrary in the Collateral Account Agreement, it shall not at any time withdraw Collateral from, or substitute Eligible Collateral in, the Collateral Account unless) (i) the aggregate Post-Haircut Fair Market Value of the Eligible Collateral in the Collateral Account after any such withdrawal or substitution is equal to at least the then applicable Required Collateral Amount, and (ii) to the extent such aggregate Post-Haircut Fair Market Value of the Eligible Collateral reflects any proceeds of Collateral, the aggregate Post-Haircut Fair Market Value of the Eligible Collateral in the Collateral Account after any such withdrawal or substitution is equal to at least the then applicable Required Collateral Amount disregarding any such proceeds except to the extent the same shall have been actually received in the Account (and not only credited to the Account pending actual receipt).

(c) The parties acknowledge and agree that in the event that Barclays Bank does not pay to the Trustee in full the Final Margin Assets Judgment Amount within thirty (30) days following the entry of a final, non-appealable judgment providing for the payment to the Trustee of any Final Margin Assets Judgment Amount, the Trustee shall have the right to (i) provide a “Notice of Exclusive Control” under the Collateral Account Agreement to BONY and (ii) instruct BONY to release, from the Collateral Account, Eligible Collateral sufficient to recover any unpaid portion of the Final Margin Assets Judgment Amount.

(d) Barclays Bank will, from time to time, at its own expense, file, register and record any financing statement, instrument, document, agreement or other paper and take any other action that from time to time may be necessary or desirable, or that the Trustee may reasonably request, in order to (i) create, preserve, perfect, confirm or validate the lien on and security interest in the Collateral (including to have “control” of the Collateral within the meaning of Sections 8-106 and 9-104 of the UCC), (ii) enable the Trustee to obtain the full benefits of the Collateral Account Agreement, or (iii) enable the Trustee to exercise and enforce any of its rights, powers and remedies with respect to any of the Collateral. Without limitation of the preceding sentence, Barclays Bank shall register, at its sole expense, the Collateral Account Agreement as a charge at the Companies Registry in England and Wales. Barclays Bank authorizes the Trustee to file and register such financing statements, continuation statements or such other documents in such jurisdictions (including in the United States and/or the United Kingdom) with such descriptions of the Collateral as necessary to sufficiently identify the Collateral and other information set forth therein as the Trustee may deem necessary or desirable for the purposes set forth in the preceding sentences. Barclays Bank will pay the reasonable costs of, or incidental to, any recording or filing of any financing or continuation statements or other documents recorded or filed pursuant hereto.

(e) In the event BONY delivers a termination notice to Barclays Bank and the Trustee pursuant to Section 1 of Article V of the Collateral Account Agreement, then, prior to the termination of the Collateral Account Agreement: (i) Barclays Bank shall establish a replacement collateral account in its name at a replacement financial institution reasonably acceptable to the Trustee whose “jurisdiction” within the meaning of Section 8-110(e) and 9-304(b) of the UCC is the State of New York; (ii) Barclays Bank and the Trustee shall enter into an account control agreement on substantially the same terms as the Collateral Account Agreement with such replacement financial institution in respect of such replacement collateral account; and (iii) Barclays Bank and the Trustee shall jointly instruct BONY to transfer all Collateral to such replacement collateral account. Thereafter, all references in this Agreement to (x) “BONY” shall be deemed to be to such replacement financial institution, (y) the “Collateral Account” shall be deemed to be to such replacement collateral account and (z) “Collateral Account Agreement” shall be deemed to be to such account control agreement entered into with such replacement financial institution.

6. In the event that Barclays Bank breaches its obligations under Section 3, 4 or 5 of this Agreement, and fails to cure such breach within three (3) Business Days of its receipt of a written notice of such breach from the Trustee (an “Stay Terminating Event”), (a) Barclays Bank shall no longer be entitled to a stay of the enforcement of the Margin Assets Judgment (and shall not seek any such stay) and (b) the Trustee shall have the right, at any time thereafter (and in addition to, and without limitation of, any other rights or remedies available to it in respect of such breach), to simultaneously or otherwise (i) file with the Court a Notice of Lifting of Stay in the form attached hereto as Exhibit A, the filing of which shall terminate the stay of enforcement of the Margin Assets Judgment pursuant to the Stipulation And Order Regarding The Stay attached hereto as Exhibit B (which is expressly conditioned upon Barclays Bank’s compliance with this Agreement), causing the Margin Assets Judgment to become immediately enforceable, (ii) provide a “Notice of Exclusive Control” under the Collateral Account Agreement to BONY, and/or (iii) (x) instruct BONY to release and transfer to the Trustee, from the Collateral Account, Collateral sufficient (after liquidation thereof as described in sub-clause (y)) to recover any unpaid portion of the Margin Assets Judgment Amount (and to pay all reasonable and documented expenses (including reasonable and documented attorney’s fees and legal expenses) incurred by the Trustee in connection with taking, holding, preparing for sale and selling the Collateral (collectively, “Collateral Disposition Costs”), (y) liquidate, or cause to be liquidated, such Collateral transferred to it in accordance with the UCC and apply the proceeds of such liquidation first, to any Collateral Disposition Costs, and, second to pay any unpaid portion of the Margin Assets Judgment Amount, and/or (z) exercise any other rights or remedies available to it under the UCC. The Trustee acknowledges and agrees that, except as permitted under Section 5(c) of this Agreement and clauses (ii) and (iii) of this Section 6, the Trustee shall not deliver any “Notice of Exclusive Control,” “Oral Instructions” or “Written Instructions”, including entitlement orders, in each case under the Collateral Account Agreement to BONY other than “Oral Instructions” or “Written Instructions” (x) jointly delivered by Barclays Bank and the Trustee or (y) subject to the Trustee’s compliance with Section 5(e) of this Agreement, delivered by the Trustee in the event BONY delivers a termination notice to Barclays Bank and the Trustee pursuant to Section 1 of Article V of the Collateral Account Agreement, and the Collateral has not been transferred to a replacement collateral account in accordance with Section 5(e) of this

Agreement by the fifth (5th) Business Day prior to the date of termination of the Collateral Account Agreement.

7. Notwithstanding anything to the contrary contained herein, the Trustee reserves the right to make a motion at any time for additional judicial relief, including immediate additional or alternative forms of security, at any time if there are legitimate grounds for insecurity concerning the ability of Barclays Bank to honor any obligations in respect of the Final Margin Assets Judgment Amount or its possible collateral posting obligations hereunder.

8. Except for Sections 1, 2, 4(b), 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of this Agreement and this Section 8 (each of which shall survive any termination of this Agreement), this Agreement (including, without limitation, Barclays Bank's obligations under Sections 3, 4 and 5 of this Agreement) shall terminate and be of no further force and effect upon the earlier to occur of (a) payment in full to the Trustee of (i) the Initial Margin Assets Judgment Amount (in the event the Stay is terminated with respect to the Margin Assets Judgment and the Margin Assets Judgment becomes enforceable) or (ii) any Final Margin Assets Judgment Amount and (b) the Margin Assets Judgment being reversed or vacated upon any appeal of such Margin Assets Judgment, including, without limitation, by the District Court. In the event that this Agreement is terminated pursuant to this Section 8, the Trustee agrees to take all such actions as reasonably requested by Barclays Bank, including, without limitation, providing notices and instructions to BONY, to permit the withdrawal by Barclays Bank of all Collateral (if any) then Deposited in the Collateral Account and to terminate the Collateral Account Agreement.

9. The parties shall, on the date hereof or promptly thereafter, jointly present this Agreement to the Court for approval on an expedited basis. Except with respect to this Section 9 and Sections 10 and 11 of this Agreement, this Agreement and the provisions hereunder, including, without limitation, the assignments contemplated by Sections 1 and 2 of this Agreement and the Collateral Account funding and maintenance obligations contemplated by Sections 3, 4 and 5 of this Agreement, shall only become effective upon the date of entry by the Court of an order approving this Agreement (the "Effective Date").

10. This Agreement is solely for the benefit of the parties hereto and is not intended to confer any benefits to, or create any right in favor of, any person other than the parties hereto.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court and any appellate court from any such court (as applicable, the "New York Court"), in any proceeding arising out of or relating to this Agreement, the Margin Assets Judgment, any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, the Clearance Box Judgment, any subsequent judgment obtained by Barclays Capital against the Trustee in respect of the Clearance Box Assets, or for recognition or enforcement of any judgment resulting from any such proceeding. Each party hereby knowingly, voluntarily, intentionally, irrevocably and unconditionally waives, to the full extent it may legally and effectively do so, (i) any objection which it may now or hereafter have to the laying of venue of

any proceeding arising out of or relating to this Agreement, the Margin Assets Judgment, any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, the Clearance Box Judgment or any subsequent judgment obtained by Barclays Capital against the Trustee in respect of the Clearance Box Assets in the New York Court, (ii) the defense of an inconvenient forum to the maintenance of such proceeding in such New York Court, (iii) the right to object, with respect to such proceeding, that such New York Court does not have jurisdiction over such party and (iv) any right to a trial by jury with respect to any such proceeding. Each party irrevocably consents to service of process in any manner permitted by law.

12. Barclays Bank irrevocably agrees that it shall not raise or pursue, directly or indirectly, any objection on any grounds whatsoever (including, without limitation, jurisdiction, public policy, natural justice, the nature of the Margin Assets Judgment or any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets or the construction of any contract or legislation), in relation to the recognition and enforcement of (x) the Margin Assets Judgment or any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets (in the event that the Stay is terminated with respect to the Margin Assets Judgment and the judgment in respect of the Margin Assets becomes enforceable) or (y) any Final Margin Assets Judgment Amount, in each case in England and Wales.

13. Barclays Bank irrevocably designates, appoints and empowers Barclays Capital, at its address specified in or designated pursuant to this Agreement, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf and its properties, service of any and all legal process, summons, notices and documents that may be served in any proceeding or dispute arising out of or relating to this Agreement, the Collateral Account Agreement, the Margin Assets Judgment, any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, the Clearance Box Judgment or any subsequent judgment obtained by Barclays Capital against the Trustee in respect of the Clearance Box Assets in any New York Court and that may be made on such designee, appointee and agent in accordance with legal procedures prescribed for such courts. If for any reason such designee, appointee and agent hereunder shall cease to be available to act as such, Barclays Bank agrees to designate a new designee, appointee and agent in the County of New York on the terms and for the purposes as set forth in this Section 13. Barclays Bank further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents in any proceeding or dispute arising out of or relating to this Agreement, the Collateral Account Agreement, the Margin Assets Judgment, any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, the Clearance Box Judgment or any subsequent judgment obtained by Barclays Capital against the Trustee in respect of the Clearance Box Assets by serving a copy thereof upon the agent for service of process referred to in this Section 13 (whether or not the appointment of such agent shall for any reason prove to be ineffective or such agent shall accept or acknowledge such service) or by mailing copies thereof by registered or certified air mail, postage prepaid, to Barclays Bank at its address specified in or designated pursuant to this Agreement. Barclays Bank further agrees that the failure of any such designee, appointee and agent to give any notice of such service shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based

thereon. Nothing herein shall in any way be deemed to limit the ability of the Trustee to serve any such legal process, summons, notices and documents in any other manner permitted by applicable law or to obtain jurisdiction over Barclays Bank, or bring actions, suits or proceedings against it in such other jurisdictions, and in such manner, as may be permitted by applicable law.

14. To the extent that Barclays Bank has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself, or its property, Barclays Bank hereby irrevocably waives such immunity in respect of its obligations with respect to this Agreement.

15. All process, notices, requests, demands and other communications to be given in connection with this Agreement shall be in writing and delivered by hand, overnight delivery service or by electronic mail and shall be deemed delivered when received (defined, in the case of electronic mail, as when such electronic mail is capable of being accessed by the recipient; provided, that if any notice given by electronic mail is delivered on a day other than a Business Day or after close of business on a Business Day, such notice shall be deemed delivered on the next Business Day) and shall be addressed to Barclays Capital, Barclays Bank and the Trustee at the respective addresses listed below or to such other address as they shall designate from time to time in writing, forwarded in like manner.

If to the Trustee:

c/o Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004
Attention: James Kobak (email: kobak@hugheshubbard.com)
Attention: Bill Maguire (email: maguire@hugheshubbard.com)
Attention: Neil Oxford (email: oxford@hugheshubbard.com)

If to Barclays Capital:

Barclays Capital
745 Seventh Avenue
New York, NY 10019
Attention: General Counsel's Office (email: NYLegalDepartment@barcap.com)

with a copy (which shall not constitute notice to Barclays Capital) to:

Barclays Bank PLC
70 Hudson Street
Jersey City, NJ 07302
Attn: Collateral Management, 10th Floor (email: NYCollateral2@barcap.com)

Boies, Schiller & Flexner LLP
575 Lexington Avenue, 7th Floor

New York, New York 10022
Attention: Jonathan D. Schiller (email: jschiller@bsflp.com)
Attention: Jack G. Stern (email: jstern@bsflp.com)
Attention: Mike F. Huang (email: mhuang@bsflp.com)

If to Barclays Bank either (i) in accordance with Section 13 or (ii) to:

c/o Barclays Capital
745 Seventh Avenue
New York, NY 10019
Attention: General Counsel's Office (email: NYLegalDepartment@barcap.com)

with a copy (which shall not constitute notice to Barclays Bank) to:

Barclays Bank PLC
70 Hudson Street
Jersey City, NJ 07302
Attn: Collateral Management, 10th Floor (email: NYCollateral2@barcap.com)

Boies, Schiller & Flexner LLP
575 Lexington Avenue, 7th Floor
New York, New York 10022
Attention: Jonathan D. Schiller (email: jschiller@bsflp.com)
Attention: Jack G. Stern (email: jstern@bsflp.com)
Attention: Mike F. Huang (email: mhuang@bsflp.com)

16. Each party hereto hereby represents and warrants to the other parties hereto that: (i) it has the power and authority to execute this Agreement and the Collateral Account Agreement; (ii) neither the execution nor the performance of this Agreement or the Collateral Account Agreement by such party violates any other agreement, contract or instrument by which such party is bound; (iii) neither the execution nor the performance of this Agreement or the Collateral Account Agreement by such party violates any charter, partnership agreement, regulation, corporate or partnership resolution, bylaw or other corporate or partnership restriction to which such party is subject; and (iv) upon its execution hereof, this Agreement constitutes, and upon its execution thereof, the Collateral Account Agreement shall constitute, a valid and binding obligation of such party, enforceable against such party in accordance with its terms. Barclays Capital and Barclays Bank jointly and severally represent and warrant to the Trustee that, as of the date of this Agreement and as of the Effective Date, none of the Transferred Liabilities or the Transferred Rights to be assigned pursuant to this Agreement has been assigned to any person or entity other than to Barclays Bank.

17. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto. No assignment of any rights or delegation of any obligations provided for herein may be made by any party hereto without the express written consent of all other parties hereto.

18. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission, shall be treated in all manner and respect as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such amendment, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such amendment shall raise the use of facsimile machine or electronic transmission to deliver a signature or the fact that any signature or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

20. The section headings contained in this Agreement are inserted for purposes of convenience of reference only and shall not affect the meaning or interpretation hereof. The words “include” and “including” and words of similar import, as used in this Agreement, are not limiting, and shall be construed to be followed by the words “without limitation,” whether or not they are in fact followed by such words.

21. The Trustee may, at any time (or from time to time) when there shall be no stay of enforcement in effect of the Margin Assets Judgment, to the fullest extent permitted by applicable law, set off and apply all or any portion of any amount owed by the Trustee under or in respect of the Clearance Box Judgment or the Final Clearance Box Judgment Amount against any amount owed by Barclays Bank under or in respect of the Margin Assets Judgment or the Final Margin Assets Judgment Amount.


22. Notwithstanding the assignment of Transferred Liabilities and Transferred Rights from Barclays Capital to Barclays Bank, Barclays Capital shall retain the right to continue to litigate its claims and defenses in the Litigation. The parties hereby acknowledge and agree that both Barclays Capital and Barclays Bank have an interest in the Litigation and that nothing in this Agreement is intended or shall be deemed or asserted by any party to preclude, prohibit, limit, affect, modify or otherwise prejudice: (i) the ability of Barclays Capital and/or Barclays Bank to appeal the Margin Assets Judgment and oppose any appeal of the Clearance Box Assets Judgment; and (ii) the ability of Barclays Capital and/or Barclays Bank to present any claims and arguments that Barclays Capital and/or Barclays Bank have in connection with any such appeals and the pending Litigation. The Trustee hereby irrevocably agrees that: (x) Barclays Capital and Barclays Bank shall each have the right to appear as a party to the pending Litigation and any appeals with respect to the Margin Assets Judgment and the Clearance Box Judgment, in each case if and to the extent deemed necessary by Barclays Bank and Barclays Capital in their sole discretion; and (y) the Trustee shall not raise or pursue, directly or indirectly, any objection on any grounds whatsoever, to Barclays Capital and/or Barclays Bank appearing as a party to the pending Litigation and any appeals with respect to the Margin Assets Judgment and the

Clearance Box Judgment and the Trustee hereby knowingly, voluntarily, intentionally, irrevocably and unconditionally waives any rights that it may have to raise or pursue, directly or indirectly, any such objection. For purposes of this Section 22, "Litigation" shall mean the litigation proceedings and any appeals arising from or relating to the Trustee's Motion; the Barclays' Motion; the Trustee's November 16, 2009 Adversary Complaint against Barclays Capital Inc. in Adv. Proc. No. 09-01732 (JMP); the Trustee's amended Adversary Complaint in Adv. Proc. No. 09-01732 (JMP); the Court's Opinion On Motions Seeking Modification Of The Sale Order Pursuant To Rule 60(b), The Trustee's Motion For Relief Under The SIPA Sale Order, Barclays' Cross-Motion To Enforce The Sale Orders And Adjudication Of Related Adversary Proceedings, dated February 22, 2011; and the Court's bench ruling of June 6, 2011, and all Orders and Judgments entered in connection with the foregoing motions, adversary proceeding, Opinion and bench ruling.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BARCLAYS CAPITAL INC.

By: 
Name: Joseph F. Pecard
Title: Monasins Division

BARCLAYS BANK PLC

By: _____
Name:
Title:

JAMES W. GIDDENS, AS TRUSTEE IN THE
SECURITIES INVESTOR PROTECTION ACT
LIQUIDATION OF LEHMAN BROTHERS INC.,
ON BEHALF OF HIMSELF AND LEHMAN
BROTHERS INC.


By: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BARCLAYS CAPITAL INC.

By: _____
Name:
Title:

BARCLAYS BANK PLC

By:  _____
Name: JOHN WIRTH
Title: GROUP FINANCIAL CONTROLLER

JAMES W. GIDDENS, AS TRUSTEE IN THE
SECURITIES INVESTOR PROTECTION ACT
LIQUIDATION OF LEHMAN BROTHERS INC.,
ON BEHALF OF HIMSELF AND LEHMAN
BROTHERS INC.

By: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BARCLAYS CAPITAL INC.

By: _____
Name:
Title:

BARCLAYS BANK PLC

By: _____
Name:
Title:

JAMES W. GIDDENS, AS TRUSTEE IN THE
SECURITIES INVESTOR PROTECTION ACT
LIQUIDATION OF LEHMAN BROTHERS INC.,
ON BEHALF OF HIMSELF AND LEHMAN
BROTHERS INC.

By: *Neil J. O'Neil, Authorized Signatory*