# SHARED SERVICES AGREEMENT

dated as of [●]

between

LEHMAN BROTHERS HOLDINGS INC.

and

LAMCO LLC

# SHARED SERVICES AGREEMENT

This Shared Services Agreement, dated [●] (this "Agreement"), is made by and between Lehman Brothers Holdings Inc., a Delaware corporation ("LBHI") and LAMCO LLC, a Delaware limited liability company ("LAMCO").

## RECITALS

WHEREAS, LBHI, LAMCO and certain other entities entered into that certain Contribution Agreement, dated as of [●] (as amended and supplemented, the "Contribution Agreement"); and

WHEREAS, the parties hereto desire that (a) LBHI shall provide, or cause to be provided, to LAMCO (and/or other Subsidiaries of LAMCO Holdings LLC, collectively hereinafter referred to as the "LAMCO Entities") certain services, use of facilities and other assistance in accordance with the terms and subject to the conditions set forth herein and (b) LAMCO shall provide, or cause to be provided, to LBHI (and/or its current or former Affiliates, collectively hereinafter referred to as the "LBHI Entities") certain services, use of facilities and other assistance in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE 1

## DEFINITIONS

Section 1.01 Certain Defined Terms. Unless otherwise defined herein, any capitalized term used herein shall have the same meaning as in the Contribution Agreement.

The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Benchmark Period" means the period between September 30, 2009 and the Closing Date.

"Creditors' Committee" 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.

"Force Majeure" means, with respect to a Person, an event beyond the control of such Person (or any Person acting on its behalf), including acts of God, storms, floods, riots, fires, sabotage, labor stoppage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or of Internet or telecommunications services.

"Information Systems" means computing, telecommunications or other digital operating or processing systems or environments, including computer programs, data, databases, computers, computer libraries, communications equipment, networks and systems. When referenced in connection with the Services, Information Systems shall mean the Information Systems accessed and/or used in connection with the Services.

"Provider" means the party hereto or its Subsidiary or Affiliate providing a Service or an Additional Service under this Agreement.

"Recipient" means a party hereto or its Subsidiary or Affiliate or to whom a Service or any Additional Service is being provided under this Agreement.

"Representative" of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such Person.

"Termination Charges" means any portion of any costs for terminating any contracts related to performing Services, any salary, severance, rent, costs of service providers and vendors and other overhead expenses of a Provider [(including, for the avoidance of doubt, any "Personnel and Non-Personnel Expenses", as set forth in Appendix [__])] that were allocated in good faith by the Provider to the performance of the Services for a Recipient that were terminated or which are incurred by the Provider in respect of the terminated Services and, in each case, that cannot be reasonably avoided by such Provider; and provided, further, that any such expenses in connection with a partial termination shall be allocated, to the extent necessary, by the Provider on a fair and equitable basis.

"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 Creditors' Committee 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 Creditors' Committee set forth herein expire pursuant to such chapter 11 plan of LBHI.

"Virus" means any computer instructions: (i) that adversely affect the operation, security or integrity of a computing, telecommunications or other digital operating or processing system or environment, including other programs, data, databases, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (ii) that without functional purpose, self-replicate without manual intervention; and/or (iii) that purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources.

## ARTICLE 2

## SERVICES AND TERMS

Section 2.01 Services; Scope.

(a) Subject to the terms and conditions set forth in this Agreement, (i) LBHI shall provide, or cause to be provided, to the LAMCO Entities those services set forth on Schedules [●] hereto (the "LBHI Services") and (ii) LAMCO shall provide, or cause to be provided, to the LBHI Entities those services set forth on Schedules [●] hereto (the "LAMCO Services" and collectively with the LBHI Services, the "Services"). If, for any reason, LBHI is unable to provide any LBHI Service to the LAMCO Entities pursuant to the terms of this Agreement, LBHI shall provide to the applicable LAMCO Entity a substantially equivalent service (a "LBHI Substitute Service") in accordance with the terms of this Agreement, which such service shall be considered a LBHI Service for purposes of this Agreement. If, for any reason, a LAMCO Entity is unable to provide any LAMCO Service to the LBHI Entities pursuant to the terms of this Agreement, LAMCO shall provide to the applicable LBHI Entity a substantially equivalent service (a "LAMCO Substitute Service") in accordance with the terms of this Agreement, which such service shall be considered a LAMCO Service for purposes of this Agreement. Except with respect to Services being migrated to or from a third party service provider during the Benchmark Period, the scope of each Service shall be substantially the same as the scope of such service provided in the ordinary course during the Benchmark Period. All Services shall be for the sole use and benefit of the respective Recipient, and any of such Recipient's customers or clients in their respective capacities as customer or client.

(b) Each Service shall include, and the Service Charges (as defined herein) reflect charges for, such maintenance, support, error correction, updates and enhancements normally and customarily provided by the relevant Provider internally or to its Affiliates that receive such service. Each Service shall include all functions, responsibilities, activities and tasks, and the materials, documentation, resources, rights and licenses to be used, granted or provided by the relevant Provider that are not specifically described in this Agreement as a part of such Service, but are incidental to, and would normally be considered an inherent part of, or necessary subpart included within, such Service or are otherwise necessary for such Provider to provide, or the Recipient to receive, such Service.

(c) Throughout the term of this Agreement, each Provider and each Recipient of any Service shall cooperate with one another and use their good faith and commercially reasonable efforts to effect the efficient, timely and seamless provision and receipt of such Service.

(d) Each Recipient shall be entitled to retain contractors or consultants to use the Services on behalf of the Recipient.

(e) This Agreement shall not assign any rights to technology or intellectual property between the parties hereto.

Section 2.02 Shared Services Managers.

(a) LBHI hereby appoints [●] to act as its initial services manager (the "LBHI Services Manager"), who will be directly responsible for coordinating and managing the delivery of the LBHI Services and receipt of the LAMCO Services and have authority to act on LBHI's behalf with respect to matters relating to this Agreement. The LBHI Services Manager will work with the personnel of LBHI to periodically address issues and matters raised by LAMCO relating

to this Agreement. Notwithstanding the requirements of Section 9.05, all communications from LAMCO to LBHI pursuant to this Agreement regarding routine matters involving the LBHI Services shall be made through the LBHI Services Manager, or such other individual as specified by the LBHI Services Manager in writing and delivered to LAMCO by email or facsimile transmission with receipt confirmed. LBHI shall reasonably promptly notify LAMCO of the appointment of a different LBHI Services Manager, if necessary, in accordance with Section 9.05.

(b) LAMCO hereby appoints [●] to act as its initial services manager (the "LAMCO Services Manager"), who will be directly responsible for coordinating and managing the delivery of the LAMCO Services and receipt of the LBHI Services and have authority to act on LAMCO's behalf with respect to matters relating to this Agreement. The LAMCO Services Manager will work with the personnel of LAMCO to periodically address issues and matters raised by LBHI relating to this Agreement. Notwithstanding the requirements of Section 9.05, all communications from LBHI to LAMCO pursuant to this Agreement regarding routine matters involving the Services shall be made through the LAMCO Services Manager, or such other individual as specified by the LAMCO Services Manager in writing and delivered to LBHI by email or facsimile transmission with receipt confirmed. LAMCO shall reasonably promptly notify LBHI of the appointment of a different LAMCO Services Manager, if necessary, in accordance with Section 9.05.

Section 2.03 Personnel. The Provider will have the right, in its sole discretion, to (i) designate which personnel it will assign to perform Services, and (ii) remove and replace such personnel at any time.

Section 2.04 Performance and Receipt of Services. The following provisions shall apply to the Services:

(a) Security and Privacy. Each Provider and Recipient shall at all times comply with its own then in-force security guidelines and policies applicable to the performance, access and/or use of the Services and Information Systems, provided that in the case of LAMCO, such security guidelines and policies shall be no less stringent than those of LBHI as of the Effective Date. Where a Provider or Recipient receives access to the other party's Information Systems, then it shall also comply with such other party's security guidelines and policies. The Parties shall further cooperate to implement any firewalls or other security restrictions as may be required by applicable law or prudent risk mitigation procedures to separate access between data of one client and data of another client.

(b) No Viruses. Each of LAMCO and LBHI shall take commercially reasonable measures to ensure that no Viruses or similar items are coded or introduced into the Services or Information Systems. If a Virus is found to have been introduced into the Services or Information Systems, the parties hereto shall use their commercially reasonable efforts to cooperate and to diligently work together to eliminate the effects of such Virus.

(c) Reasonable Care. Each Provider and Recipient shall exercise reasonable care in providing and receiving the Services to (i) prevent access to the Services or Information

Systems by unauthorized Persons and (ii) not damage, disrupt or interrupt the Services or Information Systems.

Section 2.05 Termination Services. Each Provider shall reasonably cooperate with the Recipient of each Service, upon request and on commercially reasonable terms (which will be added to the Service Charges), to facilitate such Recipient's transition to provision of such services by a replacement provider or by its own employees.

Section 2.06 Superseding Provisions. Notwithstanding anything to the contrary contained in this Agreement:

(a) no Provider shall be required hereunder to take any action (including by providing any Services) that would constitute, or that the Provider reasonably believes would constitute, (i) a violation of applicable law, including any requirement of any Governmental Authority, (ii) a breach of such Provider's contractual obligations or (iii) any other violation of a third party's rights; provided that in each of the foregoing circumstances the Provider shall use reasonable efforts to work around the impediment and endeavor to provide Services in a manner that does not violate law, contractual obligations or third party rights; and

(b) the Provider shall not be responsible for any failure to provide Services hereunder to the extent arising from (i) the Recipient's operations or systems or otherwise by the acts or omissions of the Recipient or individuals acting on its behalf, (ii) a third party's failure to provide such Services, provided that the Provider has used commercially reasonable efforts to mitigate the effect of such failure, or (iii) the failure of Recipient or its Affiliates to provide Services to Provider.

## ARTICLE 3

## ADDITIONAL AGREEMENTS AND ARRANGEMENTS

Section 3.01 Computer-Based Resources. Each party (the "Accessing Party") shall continue to have access to the Information Systems of the other party (the "Providing Party"), to the extent such access to such Information Systems was available to the Accessing Party immediately prior to the Closing and remains necessary for the Accessing Party to operate its business; provided, that (a) the LBHI Entities may take reasonable measures to restrict access by the LAMCO Entities to any systems or data unrelated to the Asset Management Business, (b) the LAMCO Entities may take reasonable measures to restrict access by the LBHI Entities, to any systems or data unrelated to the LBHI Business, and (c) such continued access shall be subject to the Accessing Party complying with all reasonable security measures implemented by the Providing Party as deemed necessary by such Providing Party to protect its Information Systems.

Section 3.02 Termination of Support. Each Provider shall provide the Recipient with notice as soon as practicable in the event that such Provider receives notice from any third party provider of material software used in the provision of any Service that such third party provider intends to cease supporting such software.

Section 3.03 Access. Each Recipient will allow the relevant Provider and its Representatives reasonable access to the facilities and personnel of the Recipient, and shall provide such other reasonable cooperation and assistance, at the Recipient's cost, necessary for the performance of the Services for the Provider to fulfill its obligations under this Agreement.

Section 3.04 Third Party Contracts. Each of LBHI and LAMCO acknowledges that (i) the other is party to certain third party contracts used in the provisions of certain of the Services (each a "Third Party Contract") and (ii) any party to a Third Party Contract shall make all decisions, in its sole discretion, regarding whether to renew or terminate (including early termination) each such Third Party Contract; provided, however, that such terminating party shall notify the Recipient of the related Service of any such decision to elect not to renew or to terminate any such Third Party Contract and the terminating party shall not incur any incremental obligation for Termination Charges that could be passed through to the other party hereunder without the other party's prior written consent, not to be unreasonably withheld, conditioned or delayed. All Services dependent on rights or services obtained under Third Party Contracts shall be rendered in a manner consistent with (and shall be subject to any limitations imposed in) the relevant Third Party Contract.

Section 3.05 Advisors. LAMCO will reimburse LBHI for the costs incurred by LBHI in relation to work performed by employees of LBHI's advisors for the benefit of LAMCO.

## ARTICLE 4

## COSTS AND DISBURSEMENTS; PAYMENTS; AUDITS

Section 4.01 Costs and Disbursements; Payments.

(a) Any Service to be provided by any Provider hereunder shall be charged to the Recipient thereof (such charges, the "Service Charges") at, except as set forth on any of the Schedules hereto, a cost equal to the Provider's fully-loaded costs and expenses for providing such Service (including in such fully-loaded costs and expenses (x) an allocation for overhead costs to the extent directly related to providing the Services, (y) the amount of the actual payments made by the Provider to third-party providers for providing Services, and (z) associated overhead costs relating to the Services provided by such third party providers, in each case without any markup for profit margins). For purposes of this Agreement, "fully-loaded costs" shall include all cash and non-cash expenses in respect of employee payroll and benefits, occupancy, information technology infrastructure (e.g., software, hardware, data centers, storage, cabling and connectivity including the related maintenance, depreciation and amortization), personal technology (e.g., help desk, desktops, desktop applications, blackberries, cell phones, and voice handsets including the related maintenance, depreciation and amortization), all direct non-personnel expenses, and the cost of direct management of the Services and related personnel.

For the avoidance of doubt, Service Charges shall not include any amounts owed by a party (whether to third parties or Affiliates) prior to the Closing Date.

For the avoidance of doubt, Service Charges may increase or decrease, including as a result of (i) an increase or decrease in the amount of such Services being provided to the Recipient (as compared to the amount of the Services underlying the determination of a Service Charge), (ii) an increase or decrease in the rates or charges imposed by any third-party provider that is providing goods or services used by the Provider in providing the Services (as compared to the rates or charges underlying a Service Charge), (iii) an increase or decrease in the payroll or benefits for any employees used by the Provider in providing the Services, or (iv) any increase or decrease in costs relating to any changes requested by the Recipient in the nature of the Services provided (including relating to newly installed products or equipment or any upgrades to existing products or equipment).

(b) The Provider shall deliver an invoice to the Recipient on a monthly basis (or, at the option of the Provider, at such other frequency as is consistent with the basis on which the Service Charges are determined and, if applicable, charged to Affiliates of the Provider) in arrears for the Service Charges due to the Provider under this Agreement. The Recipient shall pay the amount of such invoice by wire transfer or check to the Provider within thirty (30) days of the date of such invoice as instructed by the Provider. If the Recipient fails to pay such amount by such date, the Recipient shall be obligated to pay to the Provider, in addition to the amount due, interest at an interest rate of 1% per month, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as practicable after receipt of any reasonable written request by the Recipient, the Provider shall provide the Recipient with data and documentation reasonably satisfactory to the Recipient supporting the calculation of a particular Service Charge for the purpose of verifying the accuracy of such calculation. If, after reviewing such data and documentation, the Recipient disputes the Provider's calculation of any amount due to the Provider, then the dispute shall be resolved pursuant to Section 7.01.

Section 4.02 Audits. Each Recipient shall have the right at reasonable times and on reasonable advance notice to review, or to have an independent third party accounting firm review, the books and records of each relevant Provider with respect to the performance of Services hereunder and to confirm the accuracy of the Service Charges hereunder, in each case subject to reasonable security and confidentiality restrictions. All records reviewed in connection with such review shall be held in strict confidence by the auditor. Any audit shall be at the sole expense of the requesting Recipient except that if any audit reveals an overcharge of five percent (5%) or more, the relevant Provider shall reimburse the Recipient for its reasonable out-of-pocket costs of such audit.

## ARTICLE 5

## STANDARD FOR SERVICE; COMPLIANCE WITH LAWS

Section 5.01 Standard for Service. Subject to the terms and conditions of this Agreement, the Provider agrees to perform the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are no less than the nature, quality, standard of care and service levels at which the substantially same services were performed for the Recipient or its predecessor prior to the Closing Date in the ordinary course of business during the Benchmark Period (except with respect to Services being transitioned from

or to a third party service provider during the Benchmark Period in which case the standard shall be established by mutual agreement of the parties within a reasonable time following such transition).

Section 5.02 Professional and Workmanlike Fashion. Without limiting the warranty in Section 5.01, each Provider agrees to perform Services in a professional and workmanlike fashion.

Section 5.03 Disclaimer of Warranties. Except as expressly set forth herein, the parties hereto acknowledge and agree that the Services are provided as-is, that the applicable Recipient assumes all risks and liabilities arising from or relating to its use of and reliance upon the Services and each Provider makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE.

## ARTICLE 6

## INDEMNIFICATION; LIMITATION ON LIABILITY

Section 6.01 Indemnification of Each Provider by the Relevant Recipient. Subject to the limitations set forth in this Article 6, each Recipient shall indemnify and hold harmless each relevant Provider and its Affiliates and their respective officers and directors (each, a "Provider Indemnified Party") from and against any and all loss, liability, claim, damage or expense (including legal fees and expenses) ("Losses") to the extent owed to third parties, and reimburse each relevant Provider Indemnified Party for all expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Provider Indemnified Party is a party, arising out of any claim by a third party to the extent caused by, resulting from or in connection with any of the Services rendered or to be rendered by or on behalf of such Provider pursuant to this Agreement, the transactions contemplated by this Agreement or such Provider's actions or inactions in connection with any such Services or transactions; provided that such Recipient shall not be responsible for any Losses of such Provider Indemnified Party to the extent that such Loss is caused by, results from, or arises out of or in connection with a Provider Indemnified Party's gross negligence or willful misconduct in connection with any such Services or transactions, actions or inactions related thereto.

Section 6.02 Indemnification of Each Recipient by the Relevant Provider. Subject to the limitations set forth in this Article 6, each Provider shall indemnify and hold harmless each relevant Recipient and its Affiliates and their respective officers and directors (each, a "Recipient Indemnified Party") from and against any and all Losses to the extent owed to third parties, and reimburse each relevant Recipient Indemnified Party for all expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Recipient Indemnified Party is a party, arising out of any claim by a third party to the extent caused by, resulting from or in connection with such Provider's gross negligence, willful

misconduct or breach of Section 5.02; provided that such Provider shall not be responsible for any Losses of such Recipient Indemnified Party to the extent that such Loss is caused by, results from, or arises out of or in connection with a Recipient Indemnified Party's gross negligence or willful misconduct.

Section 6.03 Limited Liability of a Provider. Notwithstanding Article 5 or anything else to the contrary contained herein, no Provider Indemnified Party shall have any liability in contract, tort or otherwise, for or in connection with any Services rendered or to be rendered by any Provider Indemnified Party pursuant to this Agreement, the transactions contemplated by this Agreement or any Provider Indemnified Party's actions or inactions in connection with any such Services or transactions, to any Recipient Indemnified Party, except for a breach of Section 5.02 or to the extent that any such Recipient Indemnified Party suffers a Loss that results from such Provider Indemnified Party's gross negligence or willful misconduct in connection with any such Services or transactions, actions or inactions related thereto.

Section 6.04 Limited Liability of a Recipient. Notwithstanding Article 5 or anything else to the contrary contained herein, no Recipient shall have any liability in contract, tort or otherwise, for or in connection with the transactions contemplated by this Agreement or such Recipient's actions or inactions in connection with any Services or transactions, to any Provider, except (a) to the extent that any such Provider suffers a Loss that results from such Recipient's gross negligence or willful misconduct in connection with any such transactions, actions or inactions related thereto or (b) to the extent owed pursuant to Recipient's indemnification obligations in Section 6.01.

Section 6.05 Additional Limitation on Liability.

(a) Notwithstanding any other provision contained in this Agreement, no party hereto shall be liable for any exemplary, special, indirect, punitive, incidental or consequential losses, damages or expenses, including any damages due to business interruption or loss of profits, except to the extent arising from or relating to such party's gross negligence or willful misconduct.

(b) Except for the indemnification obligations set forth in Section 6.01, the aggregate liability and indemnification of each of LBHI and LAMCO (or their respective assignees in accordance with Section 9.10) with respect to this Agreement shall not exceed, in the aggregate, the aggregate amount of Service Charges paid hereunder to LBHI or LAMCO (or such respective assignees), as the case may be.

Section 6.06 Liability for Payment Obligations. Nothing in this Article 6 shall be deemed to eliminate or limit, in any respect, a party's express obligation in this Agreement to pay or reimburse, as applicable, for (i) Termination Charges, (ii) Service Charges for Services rendered in accordance with this Agreement or (iii) other costs and expenses to the extent expressly provided herein.

Section 6.07 Obligations Several and Not Joint. As between a Recipient and a permitted third-party assignee of the Recipient, the obligations of each such party under this Agreement shall be several and not joint.

Section 6.08 THE DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH PROVIDER WOULD NOT BE ABLE OR WILLING TO PROVIDE THE SERVICES WITHOUT THE PROTECTIONS PROVIDED TO A PROVIDER PURSUANT TO SUCH PROVISIONS. IF ANY APPLICABLE COURT HOLDS ANY DISCLAIMER, LIMITATION OF LIABILITY OR ALLOCATION OF RISK CONTAINED IN THIS SECTION TO BE UNENFORCEABLE, THEN A PARTY'S LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

## ARTICLE 7

## DISPUTE RESOLUTION

Section 7.01 Dispute Resolution.

(a) In the event of any dispute, controversy or claim arising out of or relating to the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any provision of this Agreement, or calculation or allocation of the costs of any Service, including claims seeking redress or asserting rights under any law (each, a "Dispute"), the parties hereto agree that the LBHI Services Manager and LAMCO Services Manager (or such other Persons as LBHI and LAMCO may designate) shall negotiate in good faith in an attempt to resolve such Dispute amicably. If such Dispute has not been resolved to the mutual satisfaction of LBHI and LAMCO within twenty (20) days after the initial notice of the Dispute (or such longer period as such parties may agree), then, a senior executive on behalf of LBHI and a senior executive on behalf of LAMCO shall negotiate in good faith in an attempt to resolve such Dispute amicably for an additional ten (10) days (or such longer period as such parties may agree). If such Dispute has not been finally resolved at the end of such ten-day period, then either party may pursue remedies in accordance with Section 9.11.

(b) In any Dispute regarding the amount of a Service Charge, if after such Dispute is finally adjudicated pursuant to the dispute resolution and/or judicial process set forth in Section 7.01(a) or Section 9.11, it is determined that the Service Charge that the Provider has invoiced the Recipient, and that the Recipient has paid to the Provider, is greater or less than the amount that the Service Charge should have been, then (i) if it is determined that the Recipient has overpaid the Service Charge, the Provider shall within five (5) Business Days after such determination reimburse the Recipient an amount of cash equal to such overpayment, plus 1% per month, compounded monthly, accruing from the date of payment by the Recipient to the time of reimbursement by the Provider and (ii) if it is determined that the Recipient has underpaid the Service Charge, the Recipient shall within five (5) Business Days after such determination reimburse the Provider an amount of cash equal to such underpayment, plus 1% per month, compounded monthly, accruing from the date such payment originally should have been made by the Recipient to the time of reimbursement by the Recipient.

## ARTICLE 8

## TERMINATION

Section 8.01 Term; Termination.

(a) This Agreement shall commence immediately upon the Closing Date and shall terminate upon the earliest to occur of (i) the mutual written agreement of the parties to terminate this Agreement in its entirety, (ii) the complete termination of the Asset Management Agreement or (iii) the third anniversary of the Closing Date. In addition, (x) a Recipient may from time to time terminate this Agreement with respect to any particular Service, in whole but not in part (1) for any reason or no reason upon providing at least ninety (90) days prior written notice to the Provider of such termination, subject to the obligation to pay Termination Charges, as provided for under Section 8.02, (2) if the Provider of such Service has failed to perform any of its material obligations under this Agreement with respect to such Service, and such failure shall continue to exist thirty (30) days after receipt by the Provider of written notice of such failure from the Recipient, or (3) immediately upon mutual written agreement of the parties hereto, and (y) a Provider may terminate this Agreement with respect to one or more Services, in whole but not in part, at any time upon prior written notice to the Recipient if the Recipient has failed to perform any of its material obligations under this Agreement relating to such Service or Services, and such failure shall be continued uncured for a period of thirty (30) days after receipt by the Recipient of a written notice of such failure from the Provider. In the event that the effective date of the termination of any particular Service is a day other than at the end of a billing period, the Service Charge associated with such Service shall be pro-rated appropriately.

(b) A Recipient may from time to time request a reduction in part of the scope or amount of any particular Service. If requested to do so by Recipient, the Provider agrees to discuss in good faith appropriate reductions to the relevant Service Charges in light of all relevant factors including the costs and benefits to the Provider of any such reductions. In the event that any particular Service is reduced other than at the end of a billing period, the Service Charge associated with such Service for the billing period in which such Service is reduced shall be pro-rated appropriately.

(c) The Recipient may terminate this Agreement upon the occurrence of a Force Majeure event pursuant to Section 8.04 below that materially disrupts the provision of Services, and Provider's failure to fully restore such Services within sixty (60) days.

Section 8.02 Effect of Termination. Upon termination of any particular Service pursuant to this Agreement, the Provider of the terminated Service will have no further obligation to provide the terminated Service, and the relevant Recipient will have no obligation to pay any future Service Charges relating to any such Service; provided, however, that the Recipient shall remain obligated to the relevant Provider for (i) the Service Charges owed and payable in respect of Services provided prior to the effective date of termination and (ii) any Termination Charges. Upon termination of any particular Service pursuant to this Agreement, the relevant Provider shall reduce for the next billing period the amount of the Service Charge for the category of Services in which the terminated Service was included (such reduction to reflect the elimination of all costs incurred in connection with the terminated service to the extent the same are not required to provide other Services to the Recipient), and, upon request of the Recipient, the Provider shall provide the Recipient with documentation and/or information regarding the calculation of the amount of the reduction.

Section 8.03 Survival. In connection with termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any such termination, and in connection with a termination of this Agreement, Article 1, Section 2.05, Article 6 (including liability in respect of any indemnifiable Losses under this Agreement arising or occurring on or prior to the date of termination), Article 7, Article 8, Article 9, all confidentiality obligations under this Agreement and liability for all due and unpaid Service Charges and Termination Charges shall continue to survive indefinitely.

Section 8.04 Force Majeure. No party hereto (nor any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided that (i) such party (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations and (ii) the nature, quality and standard of care that the Provider shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the Provider provides to its Affiliates and its other business components with respect to such Service. In the event of an occurrence of a Force Majeure, the party hereto whose performance is affected thereby shall give notice of suspension as soon as reasonably practicable to the other stating the date and extent of such suspension and the cause thereof, and such party shall resume the performance of such obligations as soon as reasonably practicable after the removal of the cause.

## ARTICLE 9

## GENERAL PROVISIONS

Section 9.01 Independent Contractors. In providing the Services hereunder, the Provider shall act solely as independent contractor and nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture, or principal/agent relationship between the Provider, on the one hand, and the Recipient, on the other. All Persons employed by the Provider in the performance of its obligations under this Agreement shall be the sole responsibility of the Provider.

Section 9.02 Subcontractors. Any Provider may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement subject to the Recipient's prior written approval, not to be unreasonably withheld; provided that regardless of such approval such Provider shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall any Recipient be responsible for making any payments directly to any subcontractor engaged by a Provider.

Section 9.03 Books and Records. All books, records and data maintained by a Provider for a Recipient with respect to the provision of a Service to such Recipient shall be the exclusive property of such Recipient. The Recipient, at its sole cost and expense, shall have the right to inspect, and make copies of, any such books, records and data during regular business hours upon reasonable advance notice to the Provider. At the sole cost and expense of the Recipient, upon termination of the provision of any Service, the relevant books, records and data

relating to such terminated Service shall be delivered by the Provider to the Recipient in a mutually agreed upon format to the address of the Recipient set forth in Section 9.05 or any other mutually agreed upon location; provided, however, that the Provider shall be entitled to retain one copy of all such books, records and data relating to such terminated Service for archival purposes and for purposes of responding to any dispute that may arise with respect thereto.

Section 9.04 Treatment of Confidential Information.

(a) Confidential or proprietary information obtained under this Agreement shall be subject to Section 3.06 of the Contribution Agreement.

(b) Each party shall comply with all applicable state, federal and foreign privacy and data protection laws that are or that may in the future be applicable to the provision or receipt of the Services hereunder.

Section 9.05 Notices. Except with respect to routine communications by the LBHI Services Manager and LAMCO Services Manager under Section 2.02, all notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.05):

(a) if to LBHI:

Lehman Brothers Holdings Inc.
745 Seventh Avenue
New York, NY 10019
Attention: John Suckow
Facsimile: [●]

(b) if to LAMCO:

LAMCO LLC
745 Seventh Avenue
New York, NY 10019
Attention: William Gordon
Facsimile: [●]

Section 9.06 Regulatory Approval and Compliance. Each party hereto shall be responsible for its own compliance with any and all laws applicable to its performance under this Agreement; provided, however, that each of LBHI and LAMCO shall, subject to reimbursement of out-of-pocket expenses by the requesting party, cooperate and provide one another with all reasonably requested assistance (including the execution of documents and the provision of relevant information) required by the requesting party to ensure compliance with all applicable

laws in connection with any regulatory action, requirement, inquiry or examination related to this Agreement or the Services.

Section 9.07 Further Assurances. Each party hereto covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate this Agreement.

Section 9.08 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of such parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

Section 9.09 Entire Agreement. Except as otherwise expressly provided in this Agreement, the Contribution Agreement and this Agreement constitute the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.

Section 9.10 Assignment; Third-Party Beneficiaries.

(a) This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of such other party). Any assignment in contravention of this Section 9.10 shall be void. Subject to the second preceding sentence, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(b) Except as provided in Article 6 with respect to Provider Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person (other than the Creditors' Committee which shall, until the Termination Date, be a third-party beneficiary of this Agreement with rights to enforce the obligations of the parties hereto) any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 9.11 Governing Law; Submission to Jurisdiction. (a) This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise, and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to

any conflict of law principles that might lead to the application of the laws of any other jurisdiction.

(b) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 9.05 hereof; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.05.

Section 9.12 Amendment. 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 Creditors' Committee. No provision of this Agreement, including any Schedule hereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto or thereto signed by all the parties to this Agreement. No waiver by any party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 9.13 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules of this Agreement unless otherwise specified, (c) the terms "hereof," "herein," "hereby," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, including the Schedules hereto, (d) references to "$" shall mean U.S. dollars, (e) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (f) the word "or" shall not be exclusive, (g) references to "written" or "in writing" include in electronic form, (h) provisions shall apply, when appropriate, to successive events and transactions, (i) the headings contained in this Agreement are for reference purposes only and

shall not affect in any way the meaning or interpretation of this Agreement, (j) LBHI and LAMCO have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or burdening any such party by virtue of the authorship of any of the provisions in any of this Agreement, (k) a reference to any Person includes such Person's successors and permitted assigns, (l) any reference to "days" means calendar days unless Business Days are expressly specified, and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.14 Counterparts. This Agreement may be executed in two or more counterparts, and by each party in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 9.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH SUCH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.15.

Section 9.16 Enforcement. The parties agree that irreparable damage may result, and that the parties may not have any adequate remedy at law, if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached. It is accordingly agreed that, notwithstanding Section 7.01, if either party breaches its obligation to consummate the transactions contemplated by this Agreement, the non-breaching party shall be entitled to seek equitable relief, in addition to all other remedies available to the parties at law or in equity as a remedy for any such breach or threatened breach. Such equitable remedies may be sought in any court referred to in Section 9.11(b).

Section 9.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of either LBHI or LAMCO or their respective Affiliates shall have any liability for any obligations or liabilities of LBHI or LAMCO, respectively, under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

LEHMAN BROTHERS HOLDINGS INC.

By: _____
Name:
Title:

LAMCO LLC

By: _____
Name:
Title: