

_____, 2009

Mr. Peter Sherratt
[Address]

Consulting Agreement

Dear Sirs:

This letter agreement (the "Agreement") sets forth the agreement between the parties hereto with respect to the board and consulting services to be provided by Mr. Peter Sherratt ("Mr. Sherratt") to LB I Group Inc. ("LB I Group"), an indirect, wholly owned subsidiary of Lehman Brothers Holdings Inc. ("LBHI"). LB I Group owns shares in Delta Topco Limited and Delta Prefco Limited (together, the "Companies") and notes in Delta Topco Limited that were transferred to it by Lehman Commercial Paper Inc., an indirect, wholly-owned subsidiary of LBHI ("LCPI") on the date hereof pursuant to that certain Purchase Agreement, dated as of the date hereof, by and between LCPI as seller, and LB I Group, as purchaser (the "Purchase Agreement"). In connection with the transactions contemplated by the Purchase Agreement, LB I Group desires to engage Mr. Sherratt to provide board and consulting services in connection with LB I Group's investment in the Companies, and LCPI agrees to be party to this Agreement for the purposes set forth herein.

1. Consulting Services. LB I Group hereby acknowledges that it has retained Mr. Sherratt to, and Mr. Sherratt acknowledges that Mr. Sherratt will serve as a member of the boards of directors of the Companies (the "Boards") and provide consulting services in connection with LB I Group's investment in the Companies to LB I Group. LB I Group and Mr. Sherratt agree Mr. Sherratt will devote such of his business time and efforts to providing the consulting services as is reasonably requested by LB I Group during the term of this Agreement. Mr. Sherratt shall share information regarding the Companies he receives in his capacity as a member of the Boards with representatives of LB I Group that have been designated by LB I Group to the Companies as well as to LB I Group's attorneys, accountants and other advisors on an as needed basis.

2. Board and Consulting Fees. As compensation for Mr. Sherratt's membership on the Boards and the consulting services provided to LB I Group pursuant to Section 1 of this Agreement, Mr. Sherratt shall be paid an hourly fee (the "Consulting Fees") in the amount of £500.00 per hour. Mr. Sherratt will submit to LB I Group, with a copy to LCPI, on a monthly basis, a written report reflecting in reasonable detail a description of the services provided by Mr. Sherratt under this Agreement during the preceding month together with the number of hours of services performed in respect of such services (the "Services Report"). The Consulting Fees payable hereunder in respect of services performed during any month shall be payable, in arrears, within ten business

days after receipt of the Services Report in respect of such month. All payments will be made by check or by wire transfer of immediately available funds to the account or accounts of Mr. Sherratt designated in writing for such purpose. Notwithstanding anything the contrary contained herein, all Consulting Fees, Reimbursable Expenses (as hereinafter defined), and other financial obligations or liabilities hereunder shall be borne by LCPI, and Mr. Sherratt shall look solely to LCPI for payment of or in respect of any such amounts or liabilities.

3. Reimbursement of Expenses. In addition to the compensation to be paid pursuant to Section 2 hereof, Mr. Sherratt shall be reimbursed as promptly as practicable following demand therefor, together with invoices or reasonably detailed descriptions thereof, for all reasonable out-of-pocket expenses incurred by Mr. Sherratt in connection with the performance by him of the services contemplated by Section 1 hereof (the “Reimbursable Expenses”); provided, however, that payment of any Reimbursable Expenses in excess of £10,000.00 in the aggregate per quarter is subject to approval by LCPI in its sole discretion.

4. Term. This Agreement shall have an initial term of one year, thereafter shall automatically renew for successive one-year periods until terminated by Mr. Sherratt upon not less than ninety (90) days written notice to LB I Group and LCPI; provided, however, that LB I Group and LCPI may terminate the this Agreement for any reason upon thirty (30) days’ written notice to Mr. Sherratt. Upon termination of this Agreement, LCPI shall pay to Mr. Sherratt as soon as practicable after such termination, any unpaid Consulting Fees and Reimbursable Expenses hereunder, and LCPI shall have no further obligation to pay Mr. Sherratt any other amounts pursuant to this Agreement. Notwithstanding the termination of this agreement, the provisions in Section 5 and Section 7 shall survive in accordance with their terms.

5. Confidentiality. Mr. Sherratt shall not, during the term of this Agreement or at any time thereafter, directly or indirectly, disclose, reveal, divulge or communicate to any person other than authorized officers, directors and employees of LB I Group or LCPI any Confidential Information (as defined below). Mr. Sherratt shall not have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by applicable law; provided, however, that in the event disclosure is required by applicable law, Mr. Sherratt shall, to the extent reasonably possible, provide LB I Group with prompt notice of such requirement prior to making any disclosure so that LB I Group may seek an appropriate protective order. Promptly upon termination, for any reason, of this Agreement, Mr. Sherratt agrees to deliver to LB I Group all property and materials within Mr. Sherratt’s possession or control which belong to LB I Group which contain Confidential Information.

“Confidential Information” means any information with respect to the Companies and LB I Group’s investment in the Companies, including methods of operation, customer lists, products, prices, fees, costs, technology, formulas, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets, financial information or other specialized information or proprietary matters; provided, that, there

shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date hereof or (ii) becomes generally available to the public other than as a result of a disclosure not otherwise permissible hereunder.

6. Remedies. It is specifically understood and agreed that any breach of the provisions of Section 5 of this Agreement are likely to result in irreparable injury to LB I Group and LCPI and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy they may have, LB I Group and LCPI shall be entitled (a) to enforce the specific performance of this Agreement by Mr. Sherratt and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without bond and without liability should such relief be denied, modified or violated and (b) to cease making any payments or providing any benefit otherwise required by this Agreement, in each case in addition to any other remedy to which LB I Group or LCPI may be entitled at law or in equity.

7. Indemnification. LCPI shall indemnify and hold harmless Mr. Sherratt from and against any and all claims, liabilities, losses, damages and expenses incurred by him which (A) are related to or arise out of (i) actions taken or omitted to be taken by LCPI or LB I Group or (ii) actions taken or omitted to be taken by Mr. Sherratt with LCPI's or LB I Group's consent or in conformity with LCPI's or LB I Group's instructions or LCPI's or LB I Group's actions or omissions or (B) are otherwise related to or arise out of Mr. Sherratt's engagement hereunder, and will reimburse Mr. Sherratt for all costs and expenses as they are incurred, in connection with investigating, preparing for, defending or appealing any action, formal or informal claim, investigation, inquiry or other proceeding, whether or not in connection with pending or threatened litigation, caused by or arising out of or in connection with Mr. Sherratt's actions pursuant to his engagement hereunder, whether or not he is named as a party thereto and whether or not any liability results therefrom; provided, however, that Mr. Sherratt must first pursue any rights to indemnification by the Companies that he may have under the Companies' organizational documents or under other contractual or common law before seeking indemnification hereunder. LCPI will not be responsible for any claims, liabilities, losses, damages or expenses pursuant to clause (B) of this Section 7 that have resulted primarily from Mr. Sherratt's bad faith, gross negligence or willful misconduct. LCPI also agrees that Mr. Sherratt shall not have any liability to LCPI for or in connection with such engagement except for any such liability for claims, liabilities, losses, damages or expenses incurred by LCPI that have resulted primarily from Mr. Sherratt's bad faith, gross negligence or willful misconduct. LCPI further agrees that it shall not, without the prior written consent of Mr. Sherratt, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not Mr. Sherratt is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of Mr. Sherratt from all liability arising out of such claim, action, suit or proceeding. **LCPI HEREBY ACKNOWLEDGES THAT THE FOREGOING INDEMNITY SHALL BE APPLICABLE TO ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES OR**

EXPENSES THAT HAVE RESULTED FROM OR ARE ALLEGED TO HAVE RESULTED FROM THE ACTIVE OR PASSIVE OR THE SOLE, JOINT OR CONCURRENT ORDINARY NEGLIGENCE OF MR. SHERRATT.

The foregoing right to indemnity shall be in addition to any rights that Mr. Sherratt may have at common law or otherwise and shall remain in full force and effect following the completion or any termination of the engagement. Furthermore, the indemnity obligations of LCPI herein will be treated as administrative claims in LCPI's bankruptcy proceedings under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Case").

8. Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed by each party hereto. The party entitled to the benefit of a provision hereof may waive compliance with such provision only in a written instrument signed by such party.

9. Assignment. This Agreement and all provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties without the prior written consent of the other parties; provided, further, however, that LB I Group may assign its rights and/or obligations hereunder at an time to any affiliate of LB I Group or LBHI.

10. Notices. All notices hereunder, to be effective, shall be in writing and shall be deemed effective when delivered by hand or mailed by (a) certified mail, postage and fees prepaid, or (b) nationally recognized overnight express mail service, as follows:

If to LCPI:

Lehman Commercial Paper Inc.
399 Park Avenue (9th Floor)
New York, NY 10022
Attention: Ashvin B. Rao, Esq.
Fax: 646-834-4769

If to LB I Group:

LB I Group Inc.
399 Park Avenue (9th Floor)
New York, NY 10022
Attention: Ashvin B. Rao, Esq.
Fax: 646-834-4769

If to Mr. Sherratt:

[Address]

or to such other address as a party may notify the other pursuant to a notice given in accordance with this Section 9.

11. GOVERNING LAW; SUBMISSION TO JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL.. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT (INCLUDING ANY AMENDMENT, SUPPLEMENT OR WAIVER OF THIS AGREEMENT), OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY AMENDMENT, SUPPLEMENT OR WAIVER OF THIS AGREEMENT) AND THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(a) EACH OF THE PARTIES:

(i) SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN OF THE CITY, COUNTY AND STATE OF NEW YORK OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR ANY SUIT, ACTION OR PROCEEDING RELATED THERETO MAY BE HEARD AND DETERMINED IN SUCH COURTS, PROVIDED, HOWEVER, THAT DURING THE PENDENCY OF THE BANKRUPTCY CASE AND UPON CLOSING OF THE BANKRUPTCY CASE, TO THE EXTENT PERMITTED BY ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "BANKRUPTCY COURT"), THE BANKRUPTCY COURT SHALL HAVE AND 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;

(ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH SUCH PARTY 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;

(iii) 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;

(iv) IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT; AND

(v) CONSENTS TO PROCESS BEING SERVED BY ANY PARTY.

12. Severable Provisions. The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable in whole or in part because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

13. Independent Contractor. In the performance of the services hereunder, Mr. Sherratt shall be deemed to be, and shall be, an independent contractor, and not a joint venturer, partner, employee or agent with or of LCPI or LB I Group and accordingly, shall not be entitled to any vacation pay, sick leave, disability or life insurance, retirement benefits, social security, workers' compensation benefits or other employee benefits of any kind. Mr. Sherratt shall be fully and solely responsible and liable for any and all state and federal income taxes or other taxes due in respect of the compensation paid to him hereunder by LCPI.

14. Other Understandings. All discussions, understandings and agreements heretofore made between the parties hereto with respect to the subject matter hereof are merged in this Agreement, which alone fully and completely expresses the agreement of the parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Peter Sherratt

LEHMAN COMMERCIAL PAPER INC.

By: _____
Name:
Title:

LB I GROUP INC.

By: _____
Name:
Title: