

TRANSITION SERVICES AGREEMENT

dated December 23, 2009

between

JAMES W. GIDDENS,

As Trustee for the Liquidation of the Assets of Lehman Brothers Inc.
Under the Securities Investor Protection Act

and

BARCLAYS CAPITAL INC.

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Schedule 3 – Data and Application Access Protocol

Schedule 4 – Costing Methodologies for Services

Schedule 4-A – 2009 Bonus/Retention Program

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "Agreement"), dated December 23, 2009 (the "Execution Date"), is made by and between Barclays Capital Inc., a Connecticut corporation ("BarCap"), and James W. Giddens, as Trustee (the "Trustee") for the liquidation of the assets of Lehman Brothers Inc., a Delaware corporation ("LBI"), under the Securities Investor Protection Act ("SIPA").

RECITALS

WHEREAS, Lehman Brothers Holdings Inc. ("LBHI"), LBI, LB 745 LLC and BarCap have entered into that certain Asset Purchase Agreement, dated as of September 16, 2008 (as amended and supplemented, the "Purchase Agreement");

WHEREAS, pursuant to the Order of the United States District Court for the Southern District of New York dated September 19, 2008 (the "Order"), the Trustee has been appointed as trustee for the liquidation of LBI under SIPA;

WHEREAS, BarCap and LBHI have entered into that certain Transition Services Agreement dated September 22, 2008 (the "LBHI TSA") under which, among other things, (a) BarCap shall provide, or cause to be provided, to LBHI (and/or its Affiliates on the date thereof, collectively hereinafter referred to as the "LBHI Entities") certain services, use of facilities and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth therein and (b) LBHI shall provide, or cause to be provided, to BarCap (and/or its Affiliates on the date thereof, collectively hereinafter referred to as the "BarCap Entities") certain services, use of facilities and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth therein;

WHEREAS, BarCap and the Trustee have entered into that certain letter agreement dated January 27, 2009 (the "January 27 Letter Agreement") relating, among other things, to the reconciliation of those claims of customers whose accounts were transferred from LBI to BarCap or of BarCap as described in the January 27 Letter Agreement;

WHEREAS, BarCap and the Trustee have entered into that certain letter agreement dated February 24, 2009 (the "Access Agreement") relating, among other things, to the basis on which, prior to the Execution Date, BarCap has provided the Trustee and his Representatives access to certain Information Systems in order (a) to facilitate timely and effective access to the LBI Data (as defined below), which, consistent with the Order, is required by the Trustee to effect the LBI Liquidation, (b) to accommodate BarCap's legal, regulatory, operational and technical concerns regarding potential access by the Trustee to Possible Non-LBI Data in or on the Mixed Systems and (c) to mitigate against any legal, regulatory and operational risk for either party in providing access to the Mixed Systems;

WHEREAS, the Trustee is not an Affiliate of LBHI for the purposes of the LBHI TSA; accordingly, BarCap and the Trustee wish to enter into this Agreement under which (a) BarCap shall provide, or cause to be provided, to the Trustee certain services, use of facilities and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth herein and (b) the Trustee shall provide, or cause to be provided, to the

BarCap Entities certain services (if any) and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth herein; and

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 Purchase Agreement.

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

“Access Services” means the access to BarCap’s Systems pursuant to Section 2.01(f).

“Acquired LBI Data” means data that belonged to LBI immediately prior to the acquisition of such data by BarCap on September 22, 2008 and which the Trustee believes is or may be relevant to the LBI Liquidation.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, control by a general partner, by contract or otherwise; provided that such other Person shall no longer be deemed an Affiliate once such control ceases.

“Bankruptcy Code” means the United States Bankruptcy Code.

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

“Benchmark Period” means the twelve (12)-month period prior to the Closing Date.

“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.

“LBI Data” means LBI Owned Data together with Acquired LBI Data.

“LBI Owned Data” means data that belongs to LBI.

“LBI Liquidation” means the liquidation of LBI and the performance of the Trustee’s duties under SIPA and the Bankruptcy Code, including determining and satisfying claims and returning customer property.

“Mixed System” means any Information System that contains both LBI Data and Possible Non-LBI Data.

“Prime Rate” means the prime rate published in the Eastern Edition of The Wall Street Journal or a comparable newspaper if The Wall Street Journal shall cease to publish the prime rate.

“Possible Non-LBI Data” means data that may or may not be LBI Data.

“Provider” means, as to any Service, the party hereto or, with respect to BarCap, its Affiliate providing such Service under this Agreement.

“Recipient” means, as to any Service, the party hereto or, with respect to BarCap, its Affiliate to whom such Service is being provided under this Agreement.

“Representative” of a party means any employee, consultant, agent, advisor or other representative of such party (but shall not include any member of the former Lehman Brothers group, other than for purposes of Access Services on behalf of the Trustee), provided that each party shall be responsible for its Representatives’ compliance with the terms of this Agreement.

“Sale Orders” means, collectively, (a) the Order of the Bankruptcy Court Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (i) The Sale of Purchased Assets Free and Clear of Liens and Other Interests and (ii) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (b) the Order Approving, And Incorporating By Reference For The Purposes Of This Proceeding, An Order Authorizing The Sale Of Purchased Assets And Other Relief In The Lehman Brothers, Holdings Inc. Chapter 11 Proceedings, in each case, entered September 20, 2008.

“Services Managers” means, collectively, the BarCap Services Manager and the LBI Services Manager.

“Systems” means those Information Systems set forth on Schedule 3 hereto (as such Schedule may be amended from time to time in accordance with Section 2.01(f)(i)).

“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 without limitation, 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.

The following terms are defined in the respective Sections of this Agreement indicated below:

Access Agreement	Recitals
Agreement.....	Preamble
Approval Order	9.18
BarCap	Preamble
BarCap Entities	Recitals
BarCap Indemnified Party	6.01(b)
BarCap Services.....	2.01(a)
BarCap Services Manager.....	2.03(a)
Confidential Information	9.04(a)
Disclaimer Agreement	9.09(a)
disclosing party	9.04(b)
Dispute	7.01(a)
Excluded LBI Business.....	2.01(a)
Execution Date.....	Preamble
GUI	2.07(a)
Iron Mountain	2.07
Iron Mountain Agreement.....	2.07
Iron Mountain Charges	2.07(b)(i)
IT Migration Plan.....	3.02
IT Steering Committee.....	3.02
January 27 Letter Agreement.....	Recitals
LBHI	Recitals
LBHI Entities	Recitals
LBHI TSA.....	Recitals
LBI	Preamble
LBI Services.....	20.1(a)
LBI Services Manager	2.03(b)
Losses.....	6.01(a)
Order	Recitals
Provider Indemnified Party	6.01(a)
Provider’s Cost.....	4.01(a)(i)
Purchase Agreement	Recitals

Qualified Assignee.....9.10(b)
receiving party9.04(b)
Service Charges4.01(a)
Services2.01(a)
Shared Purchased Contracts..... 3.06
SIPA..... Preamble
Trustee..... Preamble
Trustee/Iron Mountain Agreement2.7(c)

[Article 2 begins on the following page.]

ARTICLE 2

SERVICES AND TERMS

Section 2.01. Services; Scope.

(a) Subject to the terms and conditions set forth in this Agreement, (i) BarCap shall provide, or cause to be provided, to the Trustee (1) Access Services, (2) those services that are listed on Schedule 1 hereto, and (3) those services (if any) that BarCap and the Trustee mutually agree in writing to add to Schedule 1 hereto at any time or from time to time after the Execution Date, that were being provided prior to the Closing (x) by any Subsidiary of LBHI that was acquired by BarCap or one of its Affiliates pursuant to the Purchase Agreement (or a vendor of such Subsidiary) to any of the businesses of LBI as of the Closing Date that were not acquired by BarCap pursuant to the Purchase Agreement (each, an “Excluded LBI Business”), or (y) by any of the LBHI Entities or LBI (or a vendor of any of them), through the use of the Purchased Assets or the Transferred Employees, to any of the Excluded LBI Businesses (collectively, (1), (2) and (3) referred to as the “BarCap Services”), and (ii) the Trustee shall provide, or cause to be provided, to the BarCap Entities those services (if any) that are listed on Schedule 2 hereto, and those services (if any) that BarCap and the Trustee mutually agree in writing to add to Schedule 2 hereto at any time or from time to time after the Execution Date (the “LBI Services” and, collectively with the BarCap Services, the “Services”).

(i) If, for any reason, BarCap is unable to provide any BarCap Service to the Trustee pursuant to the terms of this Agreement, BarCap shall provide to the Trustee a substantially equivalent service in accordance with the terms of this Agreement, which service shall be considered a BarCap Service for purposes of this Agreement. The scope of each BarCap Service, unless otherwise indicated on Schedule 1 by mutual agreement of the parties, shall be substantially the same as the scope of such service provided in the ordinary course during the Benchmark Period (x) by any Subsidiary of LBHI that was acquired by BarCap or one of its Affiliates pursuant to the Purchase Agreement (or a vendor of such Subsidiary) to any of the businesses of LBI as of the Closing Date that is an Excluded LBI Business, or (y) by any of the LBHI Entities or LBI (or a vendor of any of them), through the use of the Purchased Assets or the Transferred Employees, to any of the Excluded LBI Businesses, and in any such case only to the extent that such service is necessary for the LBI Liquidation. The use of each BarCap Service by the Trustee shall include use by the Trustee’s contractors in substantially the same manner as used by such contractors (as contractors to LBI) in the ordinary course during the Benchmark Period, provided that the Trustee shall be responsible for such contractors’ compliance with the terms of this Agreement.

(ii) If, for any reason, the Trustee is unable to provide any LBI Service to the BarCap Entities pursuant to the terms of this Agreement, the Trustee shall provide to the applicable BarCap Entity a substantially equivalent service in accordance with the terms of this Agreement, which service shall be considered an LBI Service for purposes of this Agreement. The scope of each LBI Service (if any) shall be indicated on Schedule 2. If applicable, the use of each LBI Service (if any) by a BarCap Entity shall include use by such BarCap Entity’s contractors in substantially the same manner as used by such

contractors in the ordinary course during the Benchmark Period, provided that BarCap shall be responsible for such contractors' compliance with the terms of this Agreement.

(iii) All Services shall be for the sole use and benefit of the respective Recipient, including any of such Recipient's customers or clients of the type who received the use and benefit of the equivalent services in the ordinary course during the Benchmark Period; provided, however, that the Recipient agrees that it shall not re-market or act as a service provider with respect to any of the Services hereunder to a third party. For the avoidance of doubt, (x) information and other support provided by or on behalf of the Trustee to LBHI or any of its Subsidiaries (other than LBI) for purposes of identifying and reconciling intercompany accounts and transactions or intercompany claims and litigation between or involving LBI, on the one hand, and LBHI or any of its Subsidiaries (other than LBI), on the other hand, (y) if LBHI or any of its Subsidiaries (other than LBI) makes a request of the Trustee to provide limited amounts of Possible Non-LBI Data that the Trustee has received in the course of the migration described in Section 3.02 that is owned by such requesting Person (and which is not commingled with information that is owned by any other Person (other than LBI) or, if so commingled, as to which the final sentence of Section 9.04(a) applies), the provision of such information and (z) any other use or disclosure of LBI Owned Data or information or reports derived therefrom, or (subject to the last sentence of Section 3.12(a)) Acquired LBI Data or information or reports derived therefrom, shall not, in any such case, be deemed to constitute re-marketing or acting as a service provider with respect to any of the Services; provided that BarCap shall not be required to provide any information or support (or any other Services) to third parties.

(b) Each Service shall include, and the Service Charges reflect charges for, such maintenance, support, error correction, updates and enhancements normally and customarily provided by the relevant Provider to its Subsidiaries that receive such service (or, in the case of any LBI Service, as indicated on Schedule 2), unless mutually agreed otherwise by BarCap and the Trustee and included on (or added to) Schedule 1 or Schedule 2 hereto. 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, (i) each Provider and each Recipient of any Service shall cooperate with one another and use its good faith and commercially reasonable efforts to effect the efficient, timely and seamless provision and receipt of such Service and (ii) each Recipient shall use its good faith and commercially reasonable efforts to transition away and wind down its use of the Services.

(d) This Agreement shall not assign any rights to Technology or Intellectual Property between the parties hereto (it being understood that nothing in this Agreement shall affect the parties' rights under Section 8.9 of the Purchase Agreement).

(e) For the avoidance of doubt, no member of the former Lehman Brothers group other than LBI, including, the LBHI Entities, Lehman Brothers Holdings plc, Lehman Brothers Limited, LB UK RE Holdings Limited and Lehman Brothers International (Europe), shall directly (or, except to the extent expressly permitted by the final sentence of Section 2.01(a)(iii), indirectly) be entitled to any Services or rights hereunder. Furthermore, in the event that the Trustee or BarCap shall be the recipient of any services from any of the entities referred to in the preceding sentence in connection with the LBI Liquidation or the Business (respectively), or any successors or assigns to any portion of their assets or businesses, such services shall in no event be deemed to be LBI Services or BarCap Services (respectively) hereunder.

(f) Access Services.

(i) Acknowledging the Trustee's right to LBI Data, BarCap shall use diligent efforts to grant the Trustee and his Representatives access to the Systems (taking into account, among other things, the needs of all the users of the Systems), upon the terms set forth herein. If, notwithstanding such efforts, there is a delay in granting the Trustee and his Representatives access to any of the Systems, then, pending such access if requested by the Trustee, the parties will co-operate in good faith to attempt to promptly find and implement an alternative solution mutually acceptable to both parties. To the extent that BarCap provides the Trustee and his Representatives with access to any Mixed System, such access is provided for the sole purpose of enabling the Trustee to access and use LBI Data in order to effect, or otherwise fulfill his duties with respect to, the LBI Liquidation. Additional Information Systems may be added to Schedule 3 hereto from time to time upon mutual agreement of BarCap and the Trustee, and access to them shall be provided promptly thereafter, upon the terms set forth herein.

(ii) BarCap recognizes that the Trustee needs access to LBI Data (including, in many instances, on a direct-access basis to Mixed Systems in or on which LBI Data resides). The Trustee recognizes that, in certain instances, BarCap has regulatory, legal, operational or technical concerns regarding potential access by the Trustee to certain Mixed Systems, in light of the capabilities of such Mixed Systems and Possible Non-LBI Data in or on the Mixed Systems. Accordingly, the Trustee's and his Representatives' access to certain Mixed Systems pursuant to this Agreement may need to be restricted in some way such as by limitation to users with certain skills, segregating the Mixed System by entity or providing access in read only form. Schedule 3 hereto sets forth, for each System listed thereon, the currently applicable restriction(s) on access for such System, if any. With respect to any Information Systems added to Schedule 3 after the Execution Date, or if further restrictions need to be put in place for a System in order to address any regulatory, legal, operational or technical concerns referred to in the second sentence of this Section 2.01(f)(ii), BarCap will use commercially reasonable efforts to provide the Trustee with access to such Systems (subject, in the case of Information Systems added to Schedule 3, to reasonably comparable, limited restrictions), provided that (1) when and if requested by either party, the parties will discuss such restrictions and co-operate in good faith to promptly find and implement alternative solutions mutually acceptable to both parties, (2) before implementing any further restrictions for a System, BarCap will give reasonable advance notice to the

Trustee (to the extent not prohibited by applicable Law) and (3) to the extent not prohibited by applicable Law, BarCap will consult with the Trustee and will come to an agreement or resolution with respect to such restrictions as further described in Section 2.01(f)(iii). With respect to any restrictions now or hereafter set forth on Schedule 3, when and if requested by the Trustee, from and after the Execution Date, the parties will also discuss in good faith whether such restrictions could be modified or eliminated. However, nothing in this Section 2.01(f)(ii) (or otherwise in this Section 2.01) shall limit the Trustee's rights or any defenses or objections that BarCap may have the right to assert, in either party's case, outside the scope of this Agreement, each as referred to in and subject to the terms of the second sentence of Section 9.13(b).

(iii) The foregoing obligation on the part of BarCap to consult with the Trustee following the Execution Date shall be undertaken directly by the BarCap Services Manager with the LBI Services Manager. If the two of them are unable, within a reasonable time period, to reach agreement on a solution mutually acceptable to both of them (including, if any such restrictions are implemented, who bears the costs therefor and (unless the cap set forth in Paragraph 8 of Schedule 4 applies) whether any cap applies with respect to such costs (and if so, the appropriate cap)), then the matter shall be treated as a dispute subject to Section 7.01 (but commencing with the requirement for negotiation between a senior executive on behalf of BarCap and a senior executive on behalf of the Trustee). If such restrictions need to be put in place for a System in order to address (A) any regulatory or legal concerns, the restrictions may, upon notice to the Trustee, be implemented pending the resolution of such dispute (if such restrictions have not previously been implemented by reason of the following sentence) and (B) any operational or technical concerns, the restrictions shall not be implemented prior to BarCap and the Trustee coming to an agreement thereon or pending the resolution of such dispute, as the case may be. If in any such case reasonable advance notice to and/or consultation with the Trustee is prohibited by applicable Law, then the BarCap Services Manager shall nevertheless consult with the LBI Services Manager as promptly as reasonably possible and discuss in good faith whether such restrictions could be modified or eliminated and, if the two of them are unable, within a reasonable time period, to reach agreement on a solution mutually acceptable to both of them (including, with respect to such restrictions, who bears the costs therefor and (unless the cap set forth in Paragraph 8 of Schedule 4 applies) whether any cap applies with respect to such costs (and if so, the appropriate cap)), then Section 7.01 shall apply as aforesaid.

Section 2.02. Conversion Services. During the term of this Agreement, each of the parties shall provide, or cause to be provided, the following information and support to the other party, as applicable, which support shall be included, as set forth below, within the Services described herein or on Schedule 1 (as to BarCap Services) or, if applicable, Schedule 2 (as to LBI Services, if any) hereto:

(i) current and reasonably available historical data owned by the relevant Provider (or in the Provider's possession or control provided that the Provider has the right to disclose such data to the Recipient) and related to the Services and predecessor services thereto as reasonably required by the relevant Recipient in connection with the Recipient's conduct of the Business (in the case of BarCap) or the

LBI Liquidation (in the case of the Trustee) or, subject to Section 3.07(d), for investigation, claim resolution and satisfaction, litigation or regulatory purposes, in a manner and within a time period as mutually agreed by the parties; and

(ii) the services of the employees and contractors of the relevant Provider whose assistance, expertise or presence is necessary to assist the Recipient's transition team in establishing a fully functioning stand-alone environment (it being understood that the services of employees and contractors pursuant to this clause (ii) are not intended to be a substitute for the services of its own employees and third-party consultants and advisors to be engaged by the relevant Recipient in connection with such transition or similar services, but instead to facilitate coordination with such individuals).

Section 2.03. Transition Services Managers.

(a) BarCap has appointed Ian Lowitt to act as its initial services manager (the "BarCap Services Manager"), who will be directly responsible for coordinating and managing the delivery of the BarCap Services and have authority to act on BarCap's behalf with respect to matters relating to this Agreement. The BarCap Services Manager will work with the personnel of BarCap periodically to address issues and matters raised by the Trustee relating to this Agreement. Notwithstanding the requirements of Section 9.05, all communications from the Trustee to BarCap pursuant to this Agreement regarding routine matters involving the BarCap Services shall be made through the BarCap Services Manager and such other individuals responsible for a reasonable number of specific services as may be agreed from time to time in writing by BarCap and the Trustee. BarCap shall reasonably promptly notify the Trustee of the appointment of a different BarCap Services Manager, if necessary, in accordance with Section 9.05.

(b) The Trustee has appointed Arthur Ainsberg to act as his initial services manager (the "LBI Services Manager"), who will be directly responsible for coordinating and managing the delivery of LBI Services, if any, and have authority to act on the Trustee's behalf with respect to matters relating to this Agreement. The LBI Services Manager will work with the personnel of the Trustee periodically to address issues and matters raised by BarCap relating to this Agreement. Notwithstanding the requirements of Section 9.05, all communications from BarCap to the Trustee pursuant to this Agreement regarding routine matters involving the Services shall be made through the LBI Services Manager and such other individuals responsible for a reasonable number of specific services as may be agreed from time to time in writing by the Trustee and BarCap. The Trustee shall reasonably promptly notify BarCap of the appointment of a different LBI Services Manager, if necessary, in accordance with Section 9.05.

Section 2.04. Personnel. Each Provider will have the following rights with respect to its personnel, which shall be exercised in its sole discretion, but subject to consideration of reasonable input the Recipient may have on such matters as further provided below.

(a) Each Provider will have the right to designate which personnel or third-party service providers it will assign to perform Services; provided that, in the event that a Recipient provides written notice to a Provider that such Recipient is or has become dissatisfied

with the quality of the Services from any specific (i) “ring-fenced” employee of such Provider or (ii) other employee of such Provider who devotes more than 50% of his or her work time to the provision of Services to such Recipient (as measured, on average, over the term starting when Services were first provided to such Recipient or, if later, over any period of two (2) consecutive months following such time when such employee first began to regularly devote work time to the provision of such Services), such Recipient shall identify the reason for such dissatisfaction and the Services Managers shall consult upon an appropriate course of action. If after a reasonable period of such consultation, no appropriate course of action can be agreed, then, upon the reasonable request of such Recipient, such Provider shall remove such employee from Services for such Recipient and, if, following such consultation, it is determined that a replacement for such employee is reasonably necessary, use reasonable efforts as a Service (in consultation with such Recipient) to replace such employee with an individual having appropriate skill and experience (it being understood that in the event that a Recipient requests the removal of any such employee pursuant to this paragraph (a), such Provider shall not be responsible for any degradation or change in quality in, or failure to provide, Services or other Losses incurred by such Recipient, in each case, that arise as a result of the removal and, if applicable, replacement of such employee).

(b) Each Provider will have the right to remove and replace such personnel or third-party service providers at any time; provided that a Provider shall notify the Recipient to the extent reasonably practicable (and, in such case, provide as much notice as reasonably practicable) prior to the termination of any “ring-fenced” employee providing material Services (in quality or amount of Services) to such Recipient (with the understanding that such Recipient shall be permitted to hire or retain such terminated personnel).

BarCap shall provide appropriate space to house those employees who are “ring-fenced” to the Trustee for purposes of this Agreement, and their supervisors, in a BarCap location at 70 Hudson Street, Jersey City, New Jersey or 1301 Sixth Avenue, New York, New York, except that at the reasonable request of the Trustee, BarCap shall move the Trustee’s personnel to appropriate space provided by the Trustee. Upon either parties’ request, BarCap shall consult with the Trustee with respect to the size and composition of such group of “ring-fenced” employees.

Section 2.05. 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. Where a Provider or Recipient receives access to the other party’s Information Systems, then it shall also comply with such other party’s reasonable security guidelines and policies (provided that the other party has notified the accessing party of such guidelines and policies). The parties acknowledge that historically the Services governed by this Agreement have been rendered within a single group of related entities and a shared security environment, and that in order for Services to be rendered among and between the BarCap Entities and the Trustee, additional systems, procedures, guidelines and policies may need to be established to render the Services or access and/or use of Information Systems in compliance with Law and applicable privacy and security policies referred to in the second sentence of this Section 2.05(a). Each of the Trustee and the

BarCap Entities shall use its reasonable efforts to establish such additional systems, procedures, guidelines and policies (if any) in a manner that will not disrupt the rendering of Services, the LBI Liquidation or the Business, respectively (it being understood that, with respect to Access Services, this Section 2.05(a) shall not limit either party's rights or obligations under Section 2.01(f)). Each Recipient shall bear all of its own costs and expenses in connection with such an effort to establish and comply with such additional systems, procedures, guidelines and policies (if any); each Provider's costs and expenses in connection with such an effort will be included in the Service Charges determined in accordance with Article 4 to the extent directly related to the provision of the Services being provided by it.

(b) No Viruses. Each of the Trustee and BarCap 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 by the Trustee or his Representatives into the Services or BarCap's Information Systems, the Trustee shall use his commercially reasonable efforts to cooperate and to diligently work with BarCap to eliminate the effects of such Virus. If a Virus is found to have been introduced by BarCap or its Representatives into the LBI Services (if any) or the Trustee's Information Systems, BarCap shall use its commercially reasonable efforts to cooperate and to diligently work with the Trustee 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 2.06. Termination Services. Each Provider shall reasonably cooperate with the Recipient of each Service, upon request, to facilitate such Recipient's transition to provision of such services by a replacement provider or by its own employees, consultants or contractors.

Section 2.07. Access to Iron Mountain Digital Archives and Services. With respect to the services provided under the agreement between LBI and Iron Mountain Information Management, Inc. ("Iron Mountain") effective as of October 1, 2006 (which agreement has been assumed by BarCap), as amended by BarCap and Iron Mountain under Amendment One: Term Extension dated September 30, 2009, Amendment Two: Term Extension dated September 30, 2009 and Amendment Three effective September 30, 2009 (such amended agreement, the "Iron Mountain Agreement"), the parties acknowledge and agree that such services shall be provided on the following terms and conditions:

(a) Digital Access and Services. BarCap agrees that both during and after the term of this Agreement and subject to the Trustee's payment of the Iron Mountain Charges (as defined below) in accordance with this Section 2.07 and Section 4.01 (but giving effect to the penultimate sentence of Section 8.01(b), if applicable), the Trustee and his Representatives shall be entitled to use the online graphical user interface (the "GUI") services provided pursuant to the Iron Mountain Agreement for data relating exclusively to the period prior to the Closing, and to access such data (including via the GUI), in each case pursuant to the terms and conditions of the Iron Mountain Agreement.

(b) Iron Mountain Charges.

(i) From November 1, 2009 and for so long thereafter as LBI, the Trustee or any of the Trustee's Representatives are utilizing or benefiting from any digital storage or access service provided by Iron Mountain under the Iron Mountain Agreement (whether as a BarCap Service under this Agreement or thereafter), the Trustee shall pay 25% of all costs, charges and any other sums paid or payable under the Iron Mountain Agreement in respect of the Stored Data (as such term is defined in the email from BarCap to the LBI Services Manager dated December 23, 2009), including any expenses and/or taxes payable in connection with the same (including after expiration or termination of this Agreement) (the "Iron Mountain Charges"). If any of the data stored in the Iron Mountain archive as of September 30, 2008 (other than in the Neuberger Berman archive) is removed, then the amount of Stored Data shall be deemed reduced by the number of gigabytes of such data that was so removed. For the avoidance of doubt, this Section 2.07(b) does not apply to assisted searches or project-based work, which are addressed in Section 2.07(c).

(ii) The Iron Mountain Charges (x) shall not be subject to any markup of Provider's Cost set forth in Section 4.01(a) and (y) shall terminate upon thirty (30) days prior written notice by the Trustee to BarCap that the Trustee no longer requires access to the GUI.

(iii) [Intentionally left blank]

(iv) The Trustee shall not be responsible for (x) any termination fee or other fee or charge payable to Iron Mountain as a result of an early termination of the services under the Iron Mountain Agreement, (y) any exit or destruction fees upon termination of the Iron Mountain Agreement, or (z) any other charges in respect of the Iron Mountain Agreement other than the Iron Mountain Charges or in respect of project-based work pursuant to Section 2.07(c).

(v) The Trustee shall pay the Iron Mountain Charges to BarCap in accordance with Section 4.01 during and after the term of this Agreement (subject to Section 2.07(b)(ii)(y)). BarCap shall be responsible for making all payments under the Iron Mountain Agreement to Iron Mountain and the Trustee shall have no responsibility therefor. Without the Trustee's prior written consent, BarCap shall not withhold payment from Iron Mountain of any of the Iron Mountain Charges that BarCap actually receives from the Trustee.

(c) Assisted Searches and Project-Based Work. The Trustee shall be directly responsible for all costs imposed by Iron Mountain for any assisted searches or project-based work requested by the Trustee or any of his Representatives. The Trustee shall use commercially reasonable efforts to enter into an independent agreement with Iron Mountain in respect of assisted search services (the "Trustee/Iron Mountain Agreement").

(d) Other Agreements by BarCap.

(i) From and after the Execution Date, both during and after its provision of Services pursuant to this Section 2.07, BarCap shall not request or accept from Iron Mountain any records, invoices or other information reporting on or revealing LBI's, the Trustee's, or any of the Trustee's Representatives' access to and use of the GUI or any other services provided to them by Iron Mountain; provided that, until the Trustee and Iron Mountain enter into the Trustee/Iron Mountain Agreement, this Section 2.07(d)(i) shall not apply to the assistance that Barclays personnel render to the Trustee or his Representatives with respect to assisted searches.

(ii) From and after the Execution Date, BarCap shall (x) reasonably cooperate with the Trustee in connection with the Trustee's negotiation and implementation of the Trustee/Iron Mountain Agreement, including any provisions designed to preserve the Trustee's access to and use of the GUI in the event of any dispute between BarCap and Iron Mountain, and (y) notify the Trustee as promptly as reasonably possible of, and engage in a reasonable period of consultation with the Trustee regarding, any events or circumstances (including such notice and consultation in advance of any amendments, modifications, supplements, replacements or waivers of the Iron Mountain Agreement) that would reasonably be expected to materially adversely affect the Trustee's and his Representatives' access to and use of the GUI or the data, the Iron Mountain Charges or the Trustee/Iron Mountain Agreement. (For the avoidance of doubt, and without limiting the foregoing, termination of the Iron Mountain Agreement shall be deemed to have a material adverse effect as described in the preceding sentence.) Such consultation shall be undertaken directly by the BarCap Services Manager with the LBI Services Manager. In the event of any amendment, modification, supplement, replacement or waiver of the Iron Mountain Agreement following the Execution Date that would reasonably be expected to affect the Trustee's and his Representatives' access to and use of the GUI or the data, the Iron Mountain Charges or the Trustee/Iron Mountain Agreement, BarCap shall deliver to the Trustee, as promptly as reasonably possible after BarCap's entry therein, a copy thereof; provided that Iron Mountain has not refused to provide its consent to such disclosure (and if Iron Mountain refuses to provide its consent, BarCap shall promptly notify the Trustee of such refusal and reasonably cooperate with the Trustee to obtain such consent).

(e) Other Data Archives. Following the Execution Date, the parties shall consult in good faith as necessary with respect to access of any other digital or hard copy data archives maintained by third parties.

Section 2.08. 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 Body and, in the case of the Trustee, specifically including SIPA, the Bankruptcy Code and the orders of the Bankruptcy Court, (ii) a breach of such Provider's contractual obligations, or

(iii) any other violation of a third party's rights; provided, however, that in each of the foregoing circumstances and in the case of Section 2.08(d)(ii) (and without limitation of the Trustee's rights or BarCap's objections or defenses as referred to in and subject to the terms of Section 9.13(b)), the applicable Provider shall so notify the Recipient in writing of the impediment and the parties shall use commercially reasonable efforts to work around the impediment promptly so as to enable the Provider (if such impediment were removed) to provide Services and otherwise perform its obligations under this Agreement in a manner that does not violate applicable Law, contractual obligations or third party rights;

(b) no Provider shall be required hereunder to fund the Services or otherwise provide financial support, benefits or other consideration on the Recipient's behalf to third parties, or to take custody of, settle, clear or handle securities, in connection with the Services, and the obligation to perform any Service involving funds shall be subject to the Recipient having previously made such funds available to the Provider specifically for such purpose;

(c) any obligation to provide Services or otherwise undertake activities hereunder shall be limited to the applicable Provider's use of good faith and commercially reasonable efforts, except with respect to the initial grant of access to the Systems pursuant to the first sentence of Section 2.01(f)(i), which shall be limited to BarCap's diligent efforts as set forth therein; and

(d) no Provider shall be responsible for any failure to provide any Service 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 Service, or (iii) the failure of the Recipient or its Affiliates to provide BarCap Services or LBI Services (if any), as the case may be, to such Provider.

ARTICLE 3

ADDITIONAL AGREEMENTS AND ARRANGEMENTS

Section 3.01. Computer-Based Resources. The Trustee's and his Representatives' access to BarCap's Information Systems (including, for the avoidance of doubt, Access Services) pursuant to this Agreement shall continue until March 16, 2011, provided, however, that, if prior to March 16, 2011 migration from any Information System is completed in accordance with the IT Migration Plan (as defined in Section 3.02), such that the Trustee is no longer utilizing and no longer has use for such Information System, then access to such Information System will end upon completion of such migration or as otherwise mutually agreed in writing by BarCap and the Trustee.

Section 3.02. IT Steering Committee; IT Migration Plan. Following the Execution Date, representatives of BarCap and the Trustee with authority in the area of Information Systems (the "IT Steering Committee") shall continue to meet from time to time at such reasonable time and place and in such manner as they may agree, to develop a plan that is reasonably satisfactory to both BarCap and the Trustee for migrating from BarCap's Information System infrastructure, as deployed as of the Closing Date, to a final Information Systems infrastructure (the "IT Migration Plan"). The parties shall use reasonable efforts to finalize and

enter into the IT Migration Plan no later than three (3) months after the Execution Date. The IT Migration Plan shall include, among other provisions, a time line for completing the migration off of BarCap's Information Systems infrastructure, which time line shall set a completion date for such migration of no later than March 16, 2011. For the avoidance of doubt, LBI's migration from BarCap's Information System infrastructure to a final Information Systems infrastructure shall be completed on or prior to March 16, 2011 (provided that if a party reasonably believes that the migration shall not be completed on or prior to such date, it may notify the other party, in which case, the BarCap Services Manager and the LBI Services Manager shall consult regarding an appropriate extension of such date that is mutually acceptable to both of them (it being understood that no extension shall be effective without the consent of both Services Managers)). Without limitation of the foregoing, (i) in furtherance of the IT Migration Plan, BarCap shall provide reasonable cooperation and assistance necessary for the extraction and delivery of LBI Data from BarCap's Information Systems to the Trustee (including, after such delivery, permitting conversations reasonably requested by the Trustee or any of his Representatives with individuals who are employees of the BarCap Entities at the time of the requested conversations to assist the Trustee in understanding the applicable System(s)) and (ii) each party shall appoint a team dedicated to finalizing the IT Migration Plan.

Section 3.03. [Intentionally left blank]

Section 3.04. Recipient's Facilities. The relevant Recipient will allow the relevant Provider and its Representatives reasonable access to the facilities and personnel of the relevant Recipient, and shall provide such other reasonable cooperation and assistance, at the Recipient's cost, necessary for the performance of the Services and for the Provider to fulfill its obligations under this Agreement.

Section 3.05. Schedules.

(a) Set forth on Schedule 1 and (if applicable) Schedule 2 to this Agreement, or otherwise expressly provided in this Agreement, and subject to Sections 2.01(a) and 3.07, is a specific list of the Services to be provided by BarCap and (if applicable) by the Trustee, respectively, pursuant hereto. With respect to any other services requested by the Recipient that are not specifically set forth on Schedule 1 or Schedule 2 (or otherwise expressly provided in this Agreement), as applicable, the Provider shall, upon written request of the Recipient, consider in good faith whether Provider reasonably can and shall provide such additional service(s) to the Recipient. If, in its sole discretion but subject to consideration of reasonable input by the Recipient, the Provider decides to implement such additional service, such service shall be added to Schedule 1 or Schedule 2 as applicable, and shall be deemed a Service under this Agreement. In the implementation of any such additional Service, the Recipient and its Representatives shall cooperate with the Provider in implementing such Service in a reasonable manner that is not disruptive to (in the case of any additional BarCap Service) BarCap's other business operations or (in the case of any additional LBI Service, if any), the LBI Liquidation. For the avoidance of doubt, but subject to Section 3.07, none of the Services shall require the relevant Provider to provide the legal services of any attorney to the Recipient in connection with any such Service (unless otherwise agreed in writing by the parties hereto). (Cooperation with respect to factual matters such as locating documents shall not be restricted by the preceding sentence.)

(b) For the avoidance of doubt, whether or not listed on Schedule 1, (i) all Access Services, (ii) BarCap's provision of space to house the "ring-fenced" employees and assistance with moving any Trustee personnel, in each case, as provided in Section 2.04, (iii) the segregation (if any) of data determined in accordance with Section 2.01(f)(iii) or 3.12(c) and (iv) all services undertaken by BarCap to the Trustee in accordance with Sections 2.02, 2.05(a) (as provided in the final sentence thereof), 2.05(b) (with respect to the second sentence thereof), 2.06, 2.07(a), 2.07(d) (to the extent that such services would not have been undertaken by BarCap in absence of its obligations under Section 2.07(d)), 3.02, 3.06(b), 3.07(a), 3.07(d) (other than clause (iii) thereof), and 3.11 of this Agreement shall, in each case, be considered a BarCap Service (or part of the BarCap Services provided hereunder) and subject to Service Charges determined in accordance with Article 4 and Schedule 4 (but without duplication of any Service Charges and subject to any limitation on or exclusion of Service Charges, or any other requirements with respect to the determination of Services and/or Service Charges, expressly set forth in this Agreement or on Schedule 4). For the further avoidance of doubt, consultation between the LBI Services Manager and the BarCap Services Manager, and application of the procedures set forth in Article 7, shall not be deemed to be Services hereunder.

Section 3.06. Assignment of Shared Purchased Contracts. With respect to the Purchased Contracts (if any) which relate both to (i) the Business and (ii) any of the Excluded LBI Businesses ("Shared Purchased Contracts"):

(a) where BarCap has the contractual right to assign the portion of its rights under such agreements that relate to any of the Excluded LBI Businesses (while retaining the portion of such rights that relate to the Business), with no additional payment to the counterparty thereof, it shall, if requested by the Trustee, exercise such right. If BarCap has the contractual right to make such partial assignment but only upon payment to the counterparty thereof, it shall notify the Trustee of the amount of the required payment and shall exercise such right upon receipt of payment by the Trustee of the amount required to be paid to the counterparty; and

(b) where BarCap does not have the contractual right to make such a partial assignment of its rights under such agreement, BarCap shall, if requested by the Trustee, cooperate in good faith with the Trustee in the Trustee's efforts to enter into a replacement agreement on comparable terms; provided that BarCap shall have no obligation to pay anything of value with respect to such cooperation; and

(c) the recipient of such partial assignment or counterparty to such replacement agreement shall be, as applicable, the Trustee or his designee.

Section 3.07. Further Access to Personnel.

(a) For a period of two (2) years after the Closing Date, the BarCap Entities shall provide, or use reasonable efforts to cause to be provided to, the Trustee at no charge (other than BarCap's out-of-pocket costs and expenses, including contractor fees) with reasonable access to all individuals who were employees or contractors of LBI prior to the Closing Date (and are employees or contractors of the BarCap Entities at the time of requested access), and who have material knowledge about matters relevant to the LBI Liquidation (including LBI's tax reporting obligations, tax audits and other tax requirements), and BarCap shall use reasonable

efforts to provide such individuals' cooperation therewith. It is understood that such access shall be for the purpose of making factual inquiries or otherwise seeking information (such as locating documents) that can be addressed or given without a lot of effort or expense (it being understood that "without a lot of effort or expense" is intended to mean, on average, approximately three hours or less per week in the aggregate).

(b) For a period of two (2) years after the Closing Date, the Trustee shall provide, or use reasonable efforts to cause to be provided to, the BarCap Entities at no charge (other than Trustee's out-of-pocket costs and expenses, including contractor fees) with reasonable access to all individuals who were employees or contractors of LBI prior to the Closing Date (and are personnel of the Trustee at the time of requested access), and who have material knowledge about the Business or the Services to be provided by the BarCap Entities, and the Trustee shall use reasonable efforts to provide such individuals' cooperation therewith. It is understood that such access shall be for the purpose of making factual inquiries or otherwise seeking information (such as locating documents) that can be addressed or given without a lot of effort or expense (it being understood that "without a lot of effort or expense" is intended to mean, on average, approximately three hours or less per week in the aggregate).

(c) The parties recognize and understand that there have been and will continue to be substantial efforts in the integration of the Transferred Employees and the Purchased Assets into BarCap's operations and the operation of the Business, and the continuing efforts of the Trustee to effect the LBI Liquidation, including researching and satisfying customer and other claims. As such, the parties will work together to reasonably accommodate each other in such efforts while balancing BarCap's needs for integration and operation with the Trustee's needs for information and support.

(d) For the avoidance of doubt, the following matters (whether or not Services as provided in Section 3.05(b)) shall not give rise to Service Charges: (i) the matters referred to in Sections 3.07(a) and 3.07(b), (ii) responding to data production requests made by the Trustee or his Representatives as required to fulfill the Trustee's or LBI's obligations under subpoenas from Governmental Bodies or third parties, to the extent that the Trustee or his Representatives are unable to respond to such requests based on information in his or their possession, obtainable through direct access to the Systems as part of the Access Services or reasonably available to him or them by any other means, (iii) participation by any BarCap personnel (or outside counsel) in (x) any interview or deposition conducted by the Trustee as part of his investigation pursuant to SIPA or (y) any interview or deposition conducted by any Governmental Body or third party relating to LBI; provided that (1) this Section 3.07(d)(iii) is not intended to waive any rights BarCap may have to object to any such interview or deposition (or the terms thereof) or modify or otherwise alter any protections afforded under SIPA, the Bankruptcy Code, the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure or other applicable Law and (2) the Trustee shall use reasonable efforts to utilize such personnel as judiciously and efficiently as possible and (iv) information or services related to data utilized in reconciling any of those claims of customers whose accounts were transferred from LBI to BarCap or of BarCap as described in the January 27 Letter Agreement.

Section 3.08. [Intentionally left blank]

Section 3.09. [Intentionally left blank]

Section 3.10. Notices. If the Trustee receives any notices related to the Business, he shall promptly forward them to BarCap, and if any of the BarCap Entities receive any notices related to any of the Excluded LBI Businesses, or otherwise with respect to the LBI Liquidation, it shall promptly forward them to the Trustee.

Section 3.11. Software. During the period set forth in the IT Migration Plan, upon the request of the Trustee, the parties will cooperate in good faith to identify any software included in the Purchased Assets for which there is no third-party vendor or service provider that can reasonably provide comparable software and the absence of which would cause a material adverse effect on the performance by the Trustee of his duties under SIPA and the Bankruptcy Code. The BarCap Entities will use reasonable efforts to provide a copy of such software to the Trustee (in source code and object form and associated documents, to the extent in their reasonable possession), and associated technical support to the extent reasonably requested by the Trustee (which will be a Service pursuant to Section 2.01(b)); provided that such software shall be governed by the scope and other terms of the license set forth in Section 8.9(b) of the Purchase Agreement.

Section 3.12. Further Restrictions.

(a) The Trustee agrees that neither he nor his Representatives (i) shall knowingly access any Possible Non-LBI Data that is contained in or on any of the Mixed Systems without the permission of the Person owning such Possible Non-LBI Data (it being understood that the Trustee will bear the burden of establishing such permission); and (ii) in any event shall not use or disclose any such Possible Non-LBI Data that he or they may access without the permission of the Person owning such Possible Non-LBI Data (it being understood that the Trustee will bear the burden of establishing such permission) or as otherwise permitted to be used or disclosed under the terms herein. If a report in or on a Mixed System contains both LBI Data and Possible Non-LBI Data, the Trustee's and his Representatives' ability to access such report is not intended to be restricted by clause (i) above (but the Possible Non-LBI Data contained in such report shall be subject to clause (ii) above). Notwithstanding anything to the contrary contained herein, the Trustee shall use and disclose any Acquired LBI Data solely as necessary in order to effect, or otherwise fulfill his duties with respect to, the LBI Liquidation.

(b) The Parties agree that BarCap may segregate LBI Data in each of the specific applications identified in Paragraph 8 of Schedule 4 from data contained in such applications that is not LBI Data prior to providing such LBI Data to the Trustee in connection with the implementation of the IT Migration Plan, and the Trustee shall be responsible for the costs of such segregation in accordance with, and subject to the limitations set forth in, Paragraph 8 of Schedule 4. If, following the Execution Date, the Trustee requests additional LBI Data that has not been previously discussed as requiring segregation, BarCap may segregate LBI Data from data contained in such applications that is not LBI Data prior to providing such LBI Data to the Trustee in connection with the implementation of the IT Migration Plan, and the Trustee shall be responsible for the costs of such segregation; provided that BarCap will give

reasonable advance notice to the Trustee and will consult with the Trustee and will come to an agreement or resolution with respect to such segregation as described below, in each case, to the extent not prohibited by applicable Law. The foregoing obligation on the part of BarCap to consult with the Trustee following the Execution Date shall be undertaken directly by the BarCap Services Manager with the LBI Services Manager. If the two of them are unable, within a reasonable time period, to reach agreement on a solution mutually acceptable to both of them (including regarding whether, and to what extent, any such segregation is necessary, alternative procedures to be put in place by the Trustee (such as the deletion of Possible Non-LBI Data, if discovered), who bears the costs therefor and whether any cap applies with respect to such costs (and if so, the appropriate cap)), then the matter shall be treated as a dispute subject to Section 7.01 (but commencing with the requirement for negotiation between a senior executive on behalf of BarCap and a senior executive on behalf of the Trustee). Notwithstanding anything to the contrary contained herein, BarCap may, upon notice to the Trustee, segregate LBI Data from data contained in such applications that is not LBI Data prior to providing such LBI Data to the Trustee in connection with the implementation of the IT Migration Plan pending the resolution of such dispute. If in any such case reasonable advance notice to and/or consultation with the Trustee is prohibited by applicable Law, then the BarCap Services Manager shall nevertheless consult with the LBI Services Manager as promptly as reasonably possible and discuss in good faith who bears the costs therefor and whether any cap applies with respect to such costs (and if so, the appropriate cap), and if the two of them are unable, within a reasonable time period, to reach agreement on a solution mutually acceptable to both of them as described above, then Section 7.01 shall apply as aforesaid.

ARTICLE 4

COSTS AND DISBURSEMENTS; PAYMENTS

Section 4.01. Costs and Disbursements; Payments.

(a) Except as otherwise expressly set forth in Section 3.07(d) or Schedule 4, any Service to be provided by any Provider hereunder shall be charged to the Recipient thereof as follows (such charges, the "Service Charges"):

(i) For Services provided from the Closing Date through October 31, 2009, at a cost equal to the Provider's fully-loaded costs and expenses for providing such Service during such period (including in such fully-loaded costs and expenses (but without double-counting of amounts applicable to more than one Service) (x) an allocation for overhead costs to the extent directly related to providing the Services, (y) the amount of the actual payments, if any, made by the Provider to third-party providers for providing such Service, and (z) associated overhead costs, if any, relating to such Service provided by such third-party providers) ("Provider's Cost"), but without any markup for profit margin;

(ii) for Services provided during November 2009, at a cost equal to Provider's Cost plus 5% of Provider's Cost (except as expressly provided on Schedule 4);

(iii) for Services provided during December 2009, at a cost equal to Provider's Cost plus 10% of Provider's Cost (except as expressly provided on Schedule 4); and

(iv) for Services provided during January 2010 and thereafter, at a cost equal to Provider's Cost plus 15% of Provider's Cost (except as expressly provided on Schedule 4).

The foregoing Service Charges for all invoices shall be calculated in accordance with and subject to the costing methodologies set forth on Schedule 4. LBI acknowledges and agrees to the implementation of such methodologies in a manner consistent with invoices delivered to date, subject to changes set forth in Schedule 4. The parties acknowledge and agree that disputes regarding Service Charges shall be limited to disputes regarding the implementation of the costing methodologies, including any factual inaccuracies in connection therewith.

Service Charges shall include value-added taxes and all other taxes payable in respect of the provision of the Services other than taxes imposed on the net income of the Provider. If the Trustee or BarCap (as applicable) is required, by Law or to otherwise avoid legal penalties under Law, to pay, directly or indirectly, to an Affiliate any transfer pricing markup or equivalent cost in order to deliver a Service, then such transfer pricing markup or cost shall be included in the relevant Service Charges, unless such markup or cost is subsequently recoverable by the Trustee or BarCap (as applicable).

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.

(b) For the avoidance of doubt, except as otherwise expressly set forth on Schedule 4, Service Charges may increase or decrease (but shall in any event be determined in accordance with the applicable costing methodology referred to in Section 4.01(a)), including, as a result of (i) an increase or decrease in the amount of such Services being provided to the applicable 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 applicable 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 applicable Provider in providing the Services, or (iv) an increase or decrease in costs relating to any changes requested by the applicable Recipient in the nature of the Services provided (including relating to newly installed products or equipment or any upgrades to existing products or equipment).

(c) The applicable Provider shall deliver an invoice to the applicable Recipient on a monthly basis (or, at the option of the Provider, at such longer 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, along with reasonable supporting documentation of Services actually performed for the Recipient. The Provider shall deliver such invoice to the Recipient as promptly as practicable and, in any event, shall use commercially reasonable efforts to deliver such invoice within forty-five (45) days after the end of the applicable month. The Recipient shall pay the

amount of such invoice by wire transfer or check to the Provider within thirty (30) days of receipt of such invoice as instructed by the Provider; provided, however, that (i) to the extent consistent with past practice with respect to Services rendered outside the United States, payments may be made in local currency; and (ii) the Recipient may withhold any invoiced amounts to which the Recipient objects in good faith, pending resolution of such objection pursuant to Section 7.01 (provided, that the Recipient shall (x) provide notice of any such objection within such thirty (30) day period and (y) timely pay all undisputed amounts). Any invoices paid in full by the Recipient without dispute via the foregoing procedures shall be deemed accepted by the Recipient (provided, that if there are any errors on an invoice, such invoice shall remain subject to correction as provided on Schedule 4). If the Recipient fails to pay the amount of any invoice (or, if applicable, the undisputed portion thereof) 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 1-1/2% per month over the Prime Rate, 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 (to the extent not previously provided) reasonably satisfactory to the Recipient and generally consistent with past practice since the Closing Date supporting the calculation of a particular Service Charge for the purpose of verifying the accuracy of such calculation.

(d) With respect to any Service Charges paid (or invoiced but not yet paid) by the Trustee prior to the Execution Date, if the costing methodology set forth on Schedule 4 hereto results in a reduction or increase in the amount required to be paid by the Trustee hereunder, the applicable party shall as soon as reasonably practicable make the necessary adjustment to the next monthly invoice following the Execution Date.

Section 4.02. No Right to Set-Off. Except as expressly provided herein, the applicable Recipient shall pay the full amount of costs and disbursements incurred under this Agreement and determined in accordance with the terms hereof, and shall not set-off, counterclaim or otherwise withhold any other amount owed to the applicable Provider on account of any obligation owed by the Provider to the Recipient.

ARTICLE 5

STANDARD FOR SERVICE

Section 5.01. Standard for Service. Subject to the terms and conditions of this Agreement, each Provider agrees to perform the BarCap Services or LBI Services (if any), as the case may be, such that the nature, quality, standard of care and the service levels at which such Services are performed are (i) in the case of the BarCap Services, no less than the nature, quality, standard of care and service levels at which the substantially same services were performed by or on behalf of BarCap prior to the Closing Date in the ordinary course of business during the Benchmark Period and (ii) in the case of the LBI Services (if any), as mutually agreed in writing by BarCap and the Trustee and included on Schedule 2 hereto; provided, however, that notwithstanding the foregoing, the applicable Provider shall have no liability hereunder for any Losses (as defined in Section 6.01(a)) incurred by the applicable Recipient except to the extent

arising from a Provider Indemnified Party's gross negligence or willful misconduct (and in any case subject to the limitations set forth in Article 6).

Section 5.02. 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 BARCAP SERVICES OR LBI SERVICES (IF ANY), AS THE CASE MAY BE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF SUCH SERVICES FOR A PARTICULAR PURPOSE.

ARTICLE 6

INDEMNIFICATION; LIMITATION ON LIABILITY

Section 6.01. Indemnification of Each Provider by the Relevant Recipient.

(a) Services. Subject to the limitations set forth in this Article 6, each Recipient shall indemnify and hold harmless each relevant Provider and its Affiliates and Representatives (each, a "Provider Indemnified Party") from and against any and all losses, liabilities, claims, damages or expenses (together with reasonable, documented, out-of-pocket expenses, including reasonable attorney fees, "Losses") to the extent owed to third parties, and reimburse each relevant Provider Indemnified Party for any and all reasonable, documented, out-of-pocket expenses, including reasonable attorney fees, 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 (other than Access 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 (other than Access 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 (other than Access Services) or transactions, actions or inactions related thereto.

(b) Access Services. Subject to the limitations set forth in this Article 6, the Trustee shall indemnify and hold harmless BarCap and its Affiliates and Representatives (each, a "BarCap Indemnified Party") against any and all Losses actually paid by it to any third party to the extent such Losses result from either (i) a BarCap Indemnified Party providing Access Services to or for the benefit of the Trustee or (ii) the use of any Access Services, Acquired LBI Data or Possible Non-LBI Data and/or Mixed Systems by the Trustee or any of his Representatives; provided that, for the avoidance of doubt, this Section 6.01(b) shall not apply to

Losses caused by a BarCap Indemnified Party (beyond the provision of Access Services) or a third party not acting on behalf or at the direction of the Trustee or his Representatives.

On behalf of all BarCap Indemnified Parties, BarCap shall provide the Trustee with prompt notice of any third-party claims referred to in Section 6.01(a) or Section 6.01(b), as the case may be, and the Trustee shall have the right (at the Trustee's expense) but not the obligation to participate with the applicable BarCap Indemnified Party in the potential resolution of any such claims. For the avoidance of doubt, Section 6.01(b) above shall be the sole indemnity (if any) for any claims asserted by third parties resulting from the matters described therein and, accordingly, Section 6.01(a) is not intended to provide an alternative and broader indemnity for any such claim.

Section 6.02. 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 or any of its Affiliates or Representatives, except to the extent that such Recipient or any of its Affiliates or Representatives suffers a Loss that results from a Provider Indemnified Party's gross negligence or willful misconduct in connection with any such Services or transactions, actions or inactions related thereto.

Section 6.03. 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 such Provider (or any of its Affiliates or Representatives) suffers a Loss that results from a Recipient's (or any of its Affiliates' or Representatives') gross negligence or willful misconduct in connection with any such transactions, actions or inactions related thereto or (b) to the extent owed pursuant to such Recipient's indemnification obligations in Section 6.01.

Section 6.04. Additional Limitation on Liability.

(a) Notwithstanding any other provision contained in this Agreement, neither party 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 that such amounts comprise Losses awarded to third parties pursuant to a claim for which a Provider Indemnified Party is entitled to indemnification pursuant to Section 6.01.

(b) Except for the indemnification obligations set forth in Section 6.01 (which is the exclusive monetary remedy for any claim asserted against any Provider Indemnified Party by any third party), the aggregate liability of each of BarCap and the Trustee (or their respective permitted 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 and required to be paid hereunder to BarCap (and its permitted assignees).

(c) Any indemnification claim made by a party pursuant to this Article 6 must (i) specify in reasonable detail the particular basis for such claim and (ii) where the occurrence or matter underlying such claim arises following the Execution Date be made no more than sixty (60) days from the date such occurrence or matter was discovered by the claiming party or should have been discovered by such party after reasonable inquiry. If any such indemnification claim referred to in clause (ii) of the preceding sentence is not made by the deadline set forth therein, then such claim shall be deemed waived.

Section 6.05. 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 Service Charges payable in accordance with this Agreement or (ii) other costs and expenses to the extent expressly provided herein.

Section 6.06. 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 6.07. Disclaimer. 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. NO PROVIDER WOULD BE ABLE OR WILLING TO PROVIDE THE SERVICES WITHOUT THE PROTECTIONS PROVIDED TO SUCH PROVIDER PURSUANT TO SUCH PROVISIONS. IF ANY APPLICABLE COURT HOLDS ANY DISCLAIMER, LIMITATION OF LIABILITY OR ALLOCATION OF RISK CONTAINED IN THIS ARTICLE OR ARTICLE 5 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 BarCap Services Manager and LBI Services Manager (or such other Persons as BarCap and the Trustee 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 BarCap and LBI 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 BarCap and a senior representative on behalf of the Trustee shall negotiate in good faith in an attempt to

resolve such Dispute amicably for an additional twenty (20) days (or such longer period as such parties may agree). If such Dispute has not been finally resolved at the end of such twenty (20) day (or longer, if applicable) period, then either party may pursue remedies in accordance with Section 9.11. Notwithstanding the foregoing, no Provider shall have any obligation to comply with this Section 7.01(a) before exercising any rights or remedies it may have under Section 9.16 of this Agreement.

(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 relevant Provider has invoiced the relevant Recipient, and (if applicable) that the Recipient has paid to the Provider, is greater or less than the amount that the Service Charge should have been, then (without duplication of Section 4.01(c)) (i) if it is determined that the Recipient has overpaid the Service Charge, the Provider shall make the necessary adjustment to the following monthly invoice to reflect a credit for such overpayment (and if no further invoices are to be issued, the Provider shall within five (5) Business Days following the date of such determination, reimburse the Recipient an amount of cash equal to such overpayment, plus 1-1/2% per month over the Prime Rate, compounded monthly, accruing from the fifth (5th) Business Day after such determination 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 following the date of such determination, pay the Provider an amount of cash equal to such underpayment, plus 1-1/2% per month over the Prime Rate, compounded monthly, accruing from the fifth (5th) Business Day after such determination to the time of payment by the Recipient).

ARTICLE 8

TERMINATION

Section 8.01. Termination.

(a) This Agreement shall commence immediately upon the Execution Date, but shall apply in respect of Services provided on or after the Closing Date (subject to Section 9.19), and shall terminate as to any particular Service upon the earliest to occur of (i) the first date on which the applicable Recipient has no further need to have such Service provided by the applicable Provider (upon written notice as contemplated by clause (i)(1) of the second sentence of Section 8.01(b)), (ii) the mutual written agreement of the parties to terminate this Agreement in its entirety (unless a later date is provided in such written agreement), or (iii) as further set out below. Subject to Section 8.03, (i) this Agreement shall terminate once the provision of all Services hereunder has terminated and (ii) for the avoidance of doubt, this Agreement (and all Services) shall terminate no later than March 16, 2011.

(b) The Trustee will use reasonable efforts to alter his operations to minimize or eliminate the need for BarCap Services (for example, by obtaining replacement services from a third-party provider) as promptly as reasonably practicable as he effects the LBI Liquidation. BarCap will use reasonable efforts to alter its operations to minimize or eliminate the need for LBI Services (if any) (for example, by obtaining replacement services from a third-party

provider) as promptly as reasonably practicable as it operates the Business. In addition, (i) any Recipient may from time to time terminate this Agreement with respect to any particular Service provided to it, in whole but not in part (1) for any reason or no reason upon providing at least thirty (30) days prior written notice of such termination to the applicable Provider or (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 for a period of thirty (30) days after receipt by the Provider of written notice of such failure from the Recipient, and (ii) any Provider may terminate this Agreement with respect to any particular Service provided by such Provider, in whole but not in part, (1) 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 with respect to such Service, and such failure shall continue to exist for a period of thirty (30) days after receipt by the Recipient of written notice of such failure from the Provider or (2) if the Trustee is a Provider of any LBI Service, upon ninety (90) days prior written notice by the Trustee to BarCap that the Trustee is terminating such LBI Service because the Trustee has substantially completed the LBI Liquidation (or, if the Trustee has been using such LBI Service himself in furtherance of the LBI Liquidation, his use thereof). Notwithstanding clauses (i)(2) and (ii)(1) of the preceding sentence, a good faith dispute over Service Charges, as provided in Section 4.01(c), shall not entitle either party to terminate this Agreement with respect to any particular Service and, if a Dispute is otherwise subject to Section 7.01(a), such Dispute shall not entitle either party to terminate this Agreement with respect to any particular Service pending the parties' negotiation thereunder. 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.

(c) Any Recipient may from time to time request a reduction in part of the scope or amount of any particular Service provided to it. If requested to do so by such 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.

(d) Any Recipient may terminate this Agreement upon the occurrence of a Force Majeure event pursuant to Section 8.04 that materially disrupts the provision of Services to it, and the Provider's failure to fully restore such Services within ninety (90) days, and the Provider's further failure to fully restore such Services thirty (30) days after its receipt of written notice of such Recipient's intention to so terminate pursuant to this Section 8.01(d) sent after the expiration of the initial ninety (90)-day period.

(e) The parties agree to discuss in good faith implementing reasonable measures to address situations that may arise after the Execution Date in which any Recipient requires an extension of the provision of one or more Services beyond the term provided for herein or any Provider requires relief from the provision of one or more Services because such Services are unduly burdensome or inconsistent with the strategic and operational objectives of the Provider.

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 the Service Charges owed and payable in respect of Services provided prior to the effective date of termination. 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 2.07 (for the term of the Iron Mountain Agreement, subject to Section 2.07(b)(ii)(y)), 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 shall continue to survive indefinitely; provided that the provisions of this Agreement (including Articles 4 and 6) shall continue to survive for the term of the Iron Mountain Agreement (subject to Section 2.07(b)(ii)(y)) to the extent that any such provisions are related to the provision of Services under Section 2.07.

Section 8.04. Force Majeure. No party hereto (nor any Person acting on his or 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 applicable 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 applicable 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 such Provider, on the one hand, and the Recipient, on the other. All Persons employed by a Provider in the performance of its obligations under this Agreement shall be the sole responsibility of such 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; provided that 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 (provided, that all books and records of LBI now or hereafter maintained by BarCap shall in any event remain the exclusive property of the Trustee). 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) BarCap and the Trustee each agree not to, and each agrees to cause all other Persons providing Services on its behalf and its Representatives having access to or in possession of information of the other party or third parties that is known to such Person as confidential or proprietary (including, in respect of the Trustee and his Representatives, any Possible Non-LBI Data that is contained in or on any Mixed System or to which the Trustee has access as a result of any other BarCap Service provided hereunder and (except as permitted in the last sentence of Section 3.12(a)) any Acquired LBI Data and, in respect of BarCap and its Representatives, the LBI Owned Data) (collectively, "Confidential Information") not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other party (or as applicable, the third party owning such information); provided, however, as between the two parties, that each party and its Representatives may disclose such Confidential Information, to the extent permitted by applicable Law: (i) in any report, statement, testimony or other submission required to be made to any governmental, regulatory, judicial or administrative body having jurisdiction over the disclosing party (or in the case of the Trustee, the LBI Liquidation); (ii) in order to comply with applicable Law; or (iii) in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing party in the course of any litigation, investigation or administrative proceeding. In addition, in the case of Possible Non-LBI Data owned by any third party, the Trustee and his Representatives may disclose and use such Possible Non-LBI Data with the permission of the

Person owning such Possible Non-LBI Data (it being understood that the Trustee will bear the burden of establishing such permission).

(b) Neither party (in such capacity, the “receiving party”) shall have any obligation hereunder with respect to any Confidential Information of the other party (in such capacity, the “disclosing party”) to the extent that such information: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party in violation of this Agreement (or, during the term of the Access Agreement, became generally available to the public other than as a result of a disclosure by the Trustee or any of his Representatives in violation of the Access Agreement); (ii) was within the receiving party’s possession prior to, in the case of the Trustee, its being furnished to him pursuant hereto or to the Access Agreement or, in the case of BarCap with respect to the LBI Owned Data, September 22, 2008, provided that the source of such information was not known by such party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other party with respect to such information, although, for the avoidance of doubt, the mere possession of Acquired LBI Data by the Trustee prior to September 22, 2008 will not fall within this clause (ii); (iii) becomes available to the receiving party or any of its Representatives (or, during the term of the Access Agreement, became available to the Trustee or any of his Representatives) on a non-confidential basis from a source other than the disclosing party or any of its Representatives, provided that such source is not known by the receiving party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other party with respect to such information; or (iv) is independently developed by the receiving party or any of its Representatives (or, during the term of the Access Agreement, was independently developed by the Trustee or any of his Representatives) without use of the other party’s Confidential Information or in violation or any obligations under this Agreement.

(c) In the event that a party hereto becomes legally compelled (based on advice of counsel) by deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process referred to in the proviso to Section 9.04(a) to disclose any Confidential Information of the other party (other than filings with the Bankruptcy Court, which are addressed in Section 9.04(d)), such disclosing party shall (to the extent not prohibited by Law) provide the other party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other party (at such other party’s expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing party shall furnish only that portion of the Confidential Information that has been legally compelled, and shall exercise its reasonable best efforts (at such other party’s expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) Except as otherwise required by Law, the Trustee shall not (and shall cause his Representatives not to) file any Confidential Information with the Bankruptcy Court, or any other tribunal without providing BarCap reasonable advance notice (but not less than four (4) Business Days notice) in writing in order for BarCap to move to seek to have such Confidential Information filed under seal and subject to a reasonable confidentiality agreement.

(e) Each party hereto shall, and shall cause its Representatives to, protect the Confidential Information of the other party by using the same degree of care to prevent the unauthorized disclosure of such as the party uses to protect its own confidential information of a like nature.

(f) Each party shall comply with all applicable state, federal and foreign privacy and data protection Laws that should reasonably be known to it to be applicable to the provision and receipt of the Services.

(g) BarCap may share LBI Data with other members of the former Lehman Brothers group who, prior to such access, sign a data sharing agreement containing confidentiality terms and restrictions on use and access that are substantially the same as the confidentiality terms and restrictions on use and access applicable to the Trustee and his Representatives pursuant to this Agreement (including Section 3.12).

Section 9.05. Notices. Except with respect to routine communications by the BarCap Services Manager and LBI Services Manager under Section 2.03, 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 BarCap:

Barclays Capital Inc.
200 Park Avenue
New York, NY 10166
Attention: Jonathan Hughes, Esq.
Facsimile: (212) 412-7519

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Leonard C. Jacoby
Facsimile: (212) 225-3999

(b) if to the Trustee:

James W. Giddens, Trustee for the Liquidation of Lehman Brothers Inc.
Under the Securities Investor Protection Act
100 Wall Street
17th Floor
New York, NY 10005

Attention: Arthur Ainsberg
Facsimile: (646) 348-7251

with a copy to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attention: Ellen S. Friedenberg
Facsimile: (212)-422-4726

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 BarCap and the Trustee 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. Disclaimer Agreement; Entire Agreement.

(a) The letter agreement between BarCap and the Trustee dated July 10, 2009 (the "Disclaimer Agreement") shall remain in full force and effect, provided that any services contemplated in or under the Disclaimer Agreement shall be considered Services hereunder and governed by the terms of this Agreement (including Articles 4 and 6 and Section 3.07), but (i) to the extent that the Disclaimer Agreement provides for more stringent terms, conditions or disclaimers than those contained in this Agreement, this Agreement shall be supplemented by the terms of the Disclaimer Agreement and (ii) nothing in this Agreement shall be deemed to override any of the confidentiality exceptions set forth in the Disclaimer Agreement (including the final paragraph thereof).

(b) Except as otherwise expressly provided in this Agreement, this Agreement, the Disclaimer Letter and the Purchase 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. The Access Agreement is hereby terminated and superseded by this Agreement, and has no force or effect as of the Execution Date.

Section 9.10. Assignment; Third-Party Beneficiaries.

(a) This Agreement shall not be assigned or sublicensed by either party hereto, by operation of Law or otherwise, without the prior written consent of the other party hereto; provided, however, BarCap may assign its rights and obligations hereunder, in whole or in part, (A) with respect to any acquirors of the Business, if the absence of such Service would cause a material adverse effect on the value of the underlying business operations or assets, and (B) to a single purchaser (in a single transaction or a series of related transactions) of (x) any or all of the Business or (y) any or all of the assets of, or entities that conduct, the Business.

(b) In the event that a permitted assignee of BarCap referred to in the proviso to Section 9.10(a) is not a Qualified Assignee (as defined below), then such assignment shall not relieve BarCap of its obligations hereunder unless (and then only to the extent that) such obligations are performed by the assignee in accordance with this Agreement. As used herein, “Qualified Assignee” shall mean a permitted assignee of BarCap referred to in the proviso to Section 9.10(a) that is reasonably capable, operationally and financially, of performing BarCap’s relevant obligations that are proposed to be assigned to such assignee under this Agreement, including with respect to Article 6.

(c) Any permitted assignee in accordance with this Section 9.10 shall be required to execute a counterpart to this Agreement, agreeing to be bound by the terms and conditions set forth herein. Further, permitted assignees hereunder shall not themselves be permitted to assign any part of the rights or obligations assigned to them without the prior written consent of the non-assigning party. Each party shall require any assignee or purchaser of any business or asset that had been providing (or had been used to provide) Services hereunder, to continue to provide Services to the Recipient pursuant to the terms and conditions of this Agreement as a condition to such assignment or purchase. For the avoidance of doubt, a change of control of an entity shall be deemed an assignment hereunder.

(d) Except as provided in Article 6 with respect to Provider Indemnified Parties and except as provided in Section 6.02 with respect to Affiliates and Representatives of any Recipient, 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 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, except to the extent that the Laws of the State of New York are superseded by SIPA or the Bankruptcy Code.

(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 or the Bankruptcy Court abstains from or determines that it does not have jurisdiction, 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. 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.

(a) Interpretation of this Agreement shall be governed by the following rules of construction: (i) 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,

(ii) references to the terms Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules of this Agreement unless otherwise specified, (iii) the terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and derivative or similar words refer to this entire Agreement, including the Schedules hereto, (iv) references to “\$” shall mean U.S. dollars, (v) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified, (vi) the word “or” shall not be exclusive, (vii) references to “written” or “in writing” include in electronic form, (viii) provisions shall apply, when appropriate, to successive events and transactions, (ix) 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, (x) BarCap and the Trustee 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, (xi) a reference to any Person includes such Person’s successors and permitted assigns, (xii) any reference to “days” means calendar days unless Business Days are expressly specified, (xiii) 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, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day, (xiv) any reference to “it” or “its” shall, if the context so requires in relation to the Trustee, mean “he”, “him” or “his”, as the case may be, and (xv) if any Affiliate of BarCap is a Provider or Recipient, BarCap, as a party hereto, shall nevertheless remain responsible for the obligations applicable to such Affiliate under this Agreement.

(b) This Agreement is not intended to waive the attorney work product protection or any privilege with respect to any LBI Data. Nothing in this Agreement will limit any rights the Trustee may have to possession of and access to LBI’s books and records under the Order, his investigatory or subpoena powers, or otherwise, or preclude BarCap from asserting any defenses or objections to any such rights or powers that BarCap may have the right to assert, or limit either party’s rights or obligations under Section 8.7 of the Purchase Agreement, in either party’s case outside the scope of this Agreement, as described further below; provided that (i) the parties hereto acknowledge that this Agreement is the product of negotiation (and in the course thereof, each of the parties has asserted rights, powers and defenses to which it believes it is entitled, including under other contracts and agreements to which it is a party), and that each of the parties has made compromises on the basis that the parties would compromise rather than assert such rights, powers or defenses and has relied on the compromises and agreements from the other party as set forth in this Agreement and (ii) the Trustee acknowledges that the foregoing is not intended to permit the Trustee to assert such rights or powers for the purpose of avoiding or in an effort to avoid the terms and conditions of this Agreement (including Service Charges) where BarCap is providing (or has provided) the relevant Service(s). BarCap and the Trustee are entering into this Agreement in furtherance of the Order, the Purchase Agreement (including Section 8.7 thereof) and the Sale Orders in order to establish, and avoid further disputes regarding, the terms and costs of Services relevant to cooperation and the Trustee’s access to LBI’s books and records under the Order, the Purchase Agreement (including Section 8.7 thereof), the Sale Orders and SIPA. Accordingly, this Agreement when approved by the Court shall exclusively define the scope of each party’s duties and obligations under SIPA and

the Order and each party's rights under Section 8.7 of the Purchase Agreement to the extent a matter is covered by this Agreement.

(c) This Agreement shall not be deemed by implication or otherwise to constitute an admission by the Trustee that any LBI Data is not part of the LBI estate. This Agreement shall not be deemed by implication or otherwise to constitute an admission by BarCap that any LBI Data is part of the LBI estate.

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 PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY 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 the penultimate sentence of Section 7.01(a), 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 BarCap or LBI or their respective Affiliates shall have any liability for any obligations or liabilities of BarCap or LBI, respectively, under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.18. Bankruptcy Court Approval. The parties agree that promptly following entry into this Agreement, the Trustee will seek entry by the Bankruptcy Court of an order, in form and substance reasonably acceptable to BarCap, approving this Agreement and the obligations contemplated hereby (the "Approval Order") and that BarCap will reasonably

cooperate with the Trustee in that effort. The Approval Order shall provide, among other things, that any claims arising under this Agreement shall constitute costs and expenses of the administration of the LBI estate pursuant to 15 U.S.C. 78fff(e), 15 U.S.C. 78fff-3(b) (with respect to the payment of Service Charges only), 11 U.S.C. 503(b), and 11 U.S.C. 507(a)(2).

Section 9.19. Retroactive Effect. For the avoidance of doubt, all provisions of this Agreement, including those related to Service Charges (except as expressly set forth on Schedule 4 and subject to Section 4.01(d)), shall apply in respect of any Services provided by or to either party prior to the Execution Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

JAMES W. GIDDENS, AS TRUSTEE FOR THE
LIQUIDATION OF LEHMAN BROTHERS INC. UNDER
THE SECURITIES INVESTOR PROTECTION ACT

By: HUGHES HUBBARD & REED LLP, Counsel to the
Trustee

By: _____
Name:
Title:


BARCLAYS CAPITAL INC.

By:  _____
Name: GERARD S LaRocca
Title: CEO

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

JAMES W. GIDDENS, AS TRUSTEE FOR THE
LIQUIDATION OF LEHMAN BROTHERS INC. UNDER
THE SECURITIES INVESTOR PROTECTION ACT

By: HUGHES HUBBARD & REED LLP, Counsel to the
Trustee

By: 
Name: James B. Kobak, Jr.
Title: Partner and Authorized Signatory

BARCLAYS CAPITAL INC.

By: _____
Name:
Title: