

Dated [REDACTED] February 2012

LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)
and

[REDACTED]

CLAIMS DETERMINATION DEED

Linklaters

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Ref: [REDACTED]

This Claims Determination Deed (this "Deed") is made on [REDACTED] February 2012 between:

- (1) **LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**, a company incorporated in England and Wales with registered number 2538254, whose registered address is Level 23, 25 Canada Square, Canary Wharf, London E14 5LQ, United Kingdom, acting by its joint administrators, Anthony Victor Lomas, Steven Anthony Pearson, Derek Anthony Howell, Paul David Copley and Russell Downs, each a partner of PwC, 7 More London Riverside, London SE1 2RT, United Kingdom (the "**Company**"); and
- (2) [REDACTED]
[REDACTED] (the "**Creditor**").

Background:

- (A) Anthony Victor Lomas and Steven Anthony Pearson, each a partner of PwC, were appointed to act as joint administrators of the Company on the Administration Date pursuant to the Administration Order. On 30 November 2009, Derek Anthony Howell, and on 2 November 2011, Paul David Copley and Russell Downs, each a partner of PwC, were also appointed to act as additional joint administrators of the Company.
- (B) In consideration of the Company and the Creditor agreeing that the Creditor's Claim(s) under the Creditor Agreement against the Company are fixed at the Agreed Claim Amount, the Company and the Creditor wish to release and discharge each other in respect of any and all other Claims, losses, costs, charges, expenses, demands, actions, causes of action, liabilities, rights and obligations to or against each other and howsoever arising.

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"Administration"	the administration of the Company under the Administration Order;
"Administration Date"	15 September 2008;
"Administration Order"	the order of the Court dated 15 September 2008 made under paragraph 12 of Schedule B1 of the Insolvency Act under which Anthony Victor Lomas, Steven Anthony Pearson, Michael John Andrew Jervis and Dan Yoram Schwarzmann were appointed as joint administrators of the Company;
"Administrators"	the persons from time to time serving as administrators of the Company who, as at the date of this Deed, are Anthony Victor Lomas, Steven Anthony Pearson, Derek Anthony Howell, Paul David Copley and Russell Downs, each a partner of PwC, 7 More London Riverside, London SE1 2RT, United Kingdom;

"Admitted Claim"	an unsecured claim of a creditor of the Company which qualifies for dividends from the estate of the Company available to its unsecured creditors pursuant to the Insolvency Rules and the Insolvency Act (or, if applicable, as amended or replaced pursuant to the terms of, <i>inter alia</i> , a scheme of arrangement or a company voluntary arrangement);
"Affiliate"	in relation to the Company, any Subsidiary, a Holding Company or any other Subsidiary of that Holding Company;
"Agreed Claim Amount"	£18,070,281.00;
"Bankruptcy Court"	the court administering the Chapter 11 Case;
"CAPCO"	Customer Asset Protection Company, an insurance company licensed by the state of Vermont, United States of America;
"Change of Address"	has the meaning given to it in Clause 21.2;
"Chapter 11 Case"	the case of LBHI pending in the United States Bankruptcy Court for the Southern District of New York pursuant to chapter 11 of title 11, United States Code;
"Claim"	<p>a claim in law, in equity or otherwise and of whatsoever nature:</p> <ul style="list-style-type: none"> (i) including any and all claims, actions, liabilities, rights and obligations for breach of contract, tort, statute, restitutionary claims and breach of trust; (ii) whether arising by reason of, amongst other things, insolvency or the termination, whether voluntary or for cause, of any contractual obligation or for any failure of a person to perform any contractual, legal or regulatory obligation or otherwise; (iii) for, amongst other things, the enforcement of any right to, or any liability in respect of a right to: <ul style="list-style-type: none"> (a) seek or enforce judgment; (b) exercise any remedy (for damages or otherwise), indemnity and contribution, whether for losses (including consequential loss, economic loss, loss of bargain, loss of value, or other losses computed by reference to value which may have been available had an obligation been duly performed in a timely manner, or otherwise), costs and expenses of any

	nature; or
	(c) apply any set-off, netting, withholding, combination of accounts or retention or similar rights in respect of any claim or liability whatsoever, and
	(iv) including a Proprietary Claim.
	and "to Claim" and "Claimed" shall be construed accordingly;
"Court"	the High Court of Justice in England and Wales;
"Creditor Agreement"	FBF Master Agreement entered into between the Company and the Creditor dated as of [REDACTED]
"Current Process Agent"	has the meaning given to it in Clause 21.3;
"FSA"	the Financial Services Authority of the United Kingdom (or any successor body as relevant);
"FSA Rules"	the rules and guidance of the FSA;
"Guarantee"	The guarantee given by LBHI in respect of the obligations of the Company under the Creditor Agreement;
"Holding Company"	in relation to the Company, any other company, corporation or legal entity in respect of which it is a Subsidiary;
"Insolvency Act"	Insolvency Act 1986;
"Insolvency Rules"	Insolvency Rules 1986;
"LBHI"	Lehman Brothers Holdings, Inc.;
"Liquidation Event"	either an order by the Court to compulsorily wind up the Company or the commencement of a creditors' voluntary winding-up in respect of the Company (both pursuant to the Insolvency Act and the Insolvency Rules);
"New Process Agent"	has the meaning given to it in Clause 21.3;
"Party"	the Company or the Creditor or both (as applicable);
"Proceeding"	any process, demand, action, legal or other proceeding or suit, including any administrative, judicial or quasi-judicial proceeding, any regulatory process, arbitration, alternative dispute resolution, mediation, expert determination, judicial review, adjudication, forfeiture, re-entry, seizure, distraint, execution, enforcement of judgment or award or otherwise howsoever and/or any other step taken for the purpose of creating or enforcing a lien;
"Proprietary Claim"	a claim, whether actual, prospective or contingent and whether arising by statute, at common law, in equity or

otherwise, against the Company and/or the Administrators:

(i) that the Creditor is the legal and/or beneficial owner of an asset (whether alone or jointly with others and whether or not it is subject to any prior ranking security interest or encumbrance of any kind whatsoever (including whether legal, equitable and/or possessory)); and/or

(ii) for delivery and/or transfer of such asset to (or to the order of) the Creditor, and

a reference to "asset" within this definition includes present and future properties, revenues and rights of every description;

"PwC" PricewaterhouseCoopers LLP, a limited liability partnership registered in England (number OC 303525), with its registered office at 1 Embankment Place, London, England, WC2N 6RH;

"Relevant Persons" the Company, the Administrators and their firm, members, partners, directors, officers, employees, agents, advisers and representatives;

"Subsidiary" in relation to the Company or its Holding Company, any company, corporation or other legal entity:

- (i) which is controlled, directly or indirectly, by the Company or its Holding Company;
- (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the Company or its Holding Company; or
- (iii) which is a subsidiary of another Subsidiary of the Company or its Holding Company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body;

"Transfer" in relation to any Claim, asset or liability, the assignment, novation, sale or any other form of transfer (including by way of any succession in title arising by operation of insolvency or any other law), whether directly or indirectly, legally or beneficially, which is effective to transfer the title to, rights of and obligations under such Claim, asset or liability, as the case may be, from one person to another and **"Transferred"** shall be construed accordingly;

"Transfer Notice" has the meaning given to it in Clause 3.3;

“Transferee”	has the meaning given to it in Clause 3.2; and
“Transferor”	has the meaning given to it in Clause 3.2.

1.2 Interpretation

In this Deed, unless the context otherwise requires or unless otherwise expressly provided:

- 1.2.1 references to any specified provision of this Deed shall be construed as references to that provision subject to any modification, addition or condition approved or imposed pursuant to Clause 13 (*Modification*);
- 1.2.2 references to a “**person**” include any company, unincorporated association or partnership, whether or not having separate legal personality, and references to a company include any company, corporation or body corporate, wherever incorporated;
- 1.2.3 references to any person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 1.2.4 a reference to the Administrators shall be construed as being to the Administrators both jointly and severally and to any person who from time to time is appointed as an administrator in substitution for any administrator or as an additional administrator in conjunction with the Administrators;
- 1.2.5 references to a statute or a statutory provision include the same as subsequently modified, amended or re-enacted from time to time;
- 1.2.6 references to any document, agreement or instrument is a reference to that document, agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- 1.2.7 words importing the plural shall include the singular and vice versa and words importing one gender shall include all genders;
- 1.2.8 headings are for ease of reference only and shall not affect the interpretation of this Deed;
- 1.2.9 references to Clauses, sub-clauses and Appendices are to Clauses and sub-clauses of, and Appendices to, this Deed;
- 1.2.10 references to time are to London time;
- 1.2.11 in the event of a conflict or inconsistency between the provisions of this Deed, the Insolvency Act, the Insolvency Rules and/or the FSA Rules, for the purposes of this Deed, and to the extent such acts and/or rules permit, the provisions of this Deed shall prevail;
- 1.2.12 the language which governs the interpretation of this Deed is the English language. All notices to be given by any parties and all other communications and documentation which are in any way relevant to this Deed or the performance of this Deed shall be in the English language;
- 1.2.13 references to “£” and “**pounds sterling**” are to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;

- 1.2.14 the words “**include**” and “**including**” are to be construed without limitation;
- 1.2.15 a reference to “**indebtedness**” includes any obligation (whether incurred as principal or surety or otherwise) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.16 a reference to a “**judgment**” includes any order, injunction, determination, award or other judicial or arbitral measure in any jurisdiction; and
- 1.2.17 a reference to a “**law**” includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and “**lawful**” shall be construed accordingly).

2 Claims Agreement

The Company and the Creditor irrevocably and unconditionally agree that notwithstanding the terms of any contract to which the Creditor and the Company are party (including the Creditor Agreement):

- 2.1 the Creditor shall have an Admitted Claim in an amount equal to the Agreed Claim Amount;
- 2.2 the Admitted Claim, shall be fixed at the Agreed Claim Amount, and shall constitute the Creditor’s entire claim against the Company;
- 2.3 save solely for the Admitted Claim, the Creditor and the Company and the Administrators, are hereby each irrevocably and unconditionally released and forever discharged from any and all losses, costs, charges, expenses, Claims (including all Claims for interest, costs and orders for costs), demands, actions, causes of action, liabilities, rights and obligations (including those which arise hereafter upon a change in the relevant law) to or against each other and howsoever arising, whether known or unknown, whether arising in equity or under common law or statute or by reason of breach of contract or in respect of any tortious or negligent act or omission (whether or not loss or damage caused thereby has yet been suffered) or otherwise, whether arising under the Creditor Agreement or not, whether in existence now or coming into existence at some time in the future, and whether or not in the contemplation of the Creditor and/or the Company and/or the Administrators on the date hereof; and
- 2.4 the Creditor will not take any steps to prove for, or to Claim for, any debt in the Administration (or other insolvency process) of the Company, or otherwise bring any Claim, action, demand or issue (or continue) any Proceedings against the Company and/or the Administrators (or any of them) in any jurisdiction in respect of any and all Claims and matters as are referred to in Clause 2.3 above.

3 Transfer

- 3.1 Save as set out in Clause 3.2, the Creditor may not Transfer its legal and/or beneficial interest in, or otherwise the whole or any part of:
 - 3.1.1 the Admitted Claim; and/or
 - 3.1.2 its right to receive any dividend in respect of, or in connection with, the Admitted Claim.

- 3.2** Notwithstanding any provision to the contrary in the Creditor Agreement, and subject always to Clauses 3.3 and 3.4, the Creditor (the "**Transferor**") may assign all of the items set out in Clause 3.2.1 to 3.2.2 inclusive below (all together and in whole (but not part)):
- 3.2.1** its entire legal and beneficial interest in the Admitted Claim; and
- 3.2.2** its entire right to receive, and its entire legal and beneficial interest in, any and all dividends in respect of, or in connection with, the Admitted Claim, to another person (the "**Transferee**").
- 3.3** Any assignment in accordance with Clause 3.2 shall not be valid and the Administrators and the Company shall not be bound to recognise, nor to deal with, the Transferee (in respect of such assignment) in substitution for, and in place of, the Transferor unless and until the Transferor and Transferee sign and deliver to the Company (in accordance with Clause 17 (*Notices*)) the letter agreement substantially in the form set out in the Appendix (*Form of Transfer Notice*) (a "**Transfer Notice**") and the Company countersigns such Transfer Notice and serves the same on the Transferor (in accordance with Clause 17 (*Notices*)) and the Transferee (such service being deemed effective by sending the same to the Transferee's postal or email address specified in the Transfer Notice) .
- 3.4** In respect of any assignment in accordance with Clause 3.2:
- 3.4.1** if the Company serves any notices on, or the Company or the Administrators make any payment to, or to the order of, the Transferor before the Company has served a countersigned Transfer Notice on the Transferor and Transferee (in accordance with Clause 3.3), this shall constitute a valid discharge of the Company's and the Administrators' obligations notwithstanding any assignment; and
- 3.4.2** where the countersigned Transfer Notice is served after any notice of declaration of a dividend to creditors with Admitted Claims but before the actual payment of that dividend, payment to, or to the order of, the Transferor shall constitute a valid discharge of the Company's and the Administrators' obligation to pay the declared dividend.
- 3.5** The Creditor represents and warrants to the Company and the Administrators, on the date that it executes the Transfer Notice, and immediately before the Effective Date (as defined therein), that it has not Transferred or purported to Transfer its legal and/or beneficial interest in, or otherwise the whole or any part of, the Admitted Claim and/or its right to receive, or legal or beneficial interest in, any dividend in respect of, or in connection with, the Admitted Claim, to any person.

4 Representations and Warranties

The Creditor makes the representations and warranties set out in this Clause 4 to the Company and the Administrators on the date of this Deed.

4.1 Basic representations

- 4.1.1** It is duly organised and validly existing under the laws of its jurisdiction of incorporation or organisation and, if relevant under such laws, in good standing.

4.1.2 It has the power to execute, deliver and perform its obligations under this Deed (and any Transfer Notice to which it is party) and has taken all necessary action to authorise such execution, delivery and performance and the signatory or signatories (as applicable) are properly authorised to execute this Deed (and any such Transfer Notice) on its behalf.

4.1.3 The execution, delivery and performance of its obligations under this Deed (and any Transfer Notice to which it is party) do not and will not conflict with any law or regulation applicable to it, its constitutional documents, any agreement or instrument binding on or affecting it or any of its assets.

4.1.4 Its obligations under this Deed (and any Transfer Notice to which it is party) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

4.2 No insolvency proceedings

4.2.1 No petition for insolvency proceedings in respect of it or its assets has been filed or is threatened to be filed.

4.2.2 It is not unable to honour its obligations as they fall due and the value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities).

4.3 No agency

It is acting as principal and not as agent in entering this Deed and in respect of the Admitted Claim, the Creditor Agreement and all transactions and trades thereunder.

4.4 Claims

4.4.1 Immediately prior to this Deed becoming effective, it was the legal and beneficial owner of any and all Claims arising under or in connection with the Creditor Agreement.

4.4.2 It has not received any amount or benefit in relation to any Claims it has asserted against the Company under or in connection with the Creditor Agreement except to the extent, if any, the Creditor has received a dividend on a Claim in respect of the Guarantee in the Chapter 11 Case pursuant to a plan of reorganization or through a liquidation.

4.5 No previous Transfer

Save as set out in Clause 2.3, it has not Transferred the benefit of, waived, compromised or otherwise disposed of any direct or indirect right, Claim, title, interest, action or cause of action (if any) against the Company whether arising in equity, at common law or under statute, contract (including any right, title or interest (if any) which it may have, or had, or purport to have (or to have had) under the Creditor Agreement or any other contract (if any) to which the Company and the Creditor are parties) or otherwise.

4.6 Accuracy of information

To the best of its knowledge and belief, and having made reasonable enquiries, any proof of debt and any substantiating documents submitted by, or on behalf of,

the Creditor (as referenced in rule 2.72 of the Insolvency Rules) are, as at the date of this Deed, true, accurate and complete in every material respect.

4.7 No Claims against Affiliates

The Creditor has not Claimed or submitted a proof of debt in respect of the whole or any part of its Claim(s) under or in connection with the Creditor Agreement against any Affiliate of the Company (other than against LBHI under the Guarantee).

5 Undertakings

The Creditor undertakes to do all such acts and things as will be reasonably necessary and execute and deliver any further documents and give any further assurances as may be requested by the Company in order to give full effect to this Deed (and the terms of any further documents shall exclude any personal liability of the Administrators such exclusion to be substantially in the form contained in Clause 10 (*Exclusion of Administrators' Liability*)).

6 Confidentiality

6.1 Confidentiality of this Deed

- 6.1.1 No announcement or circular in connection with the existence or the subject matter of this Deed shall be made or issued by or on behalf of the Creditor.
- 6.1.2 The Creditor shall treat as strictly confidential and not disclose (whether in writing, verbally or in electronic form or by any other means) to any party the negotiations relating to this Deed and/or this Deed (and/or any part thereof) save as provided in Clause 6.1.3.
- 6.1.3 The Creditor may disclose this Deed (or any part thereof) to:
- (i) its directors, officers and employees;
 - (ii) its advisers (on terms that such professional advisers undertake to comply with the provisions of Clause 6.1.1 and 6.1.2 in respect of such information as if they were a party to this Deed); and/or
 - (iii) any Transferee and/or any person whom the Creditor considers, acting in good faith, to be a potential Transferee (in each case, on terms that such Transferee and/or potential Transferee undertakes to comply with the provisions of Clause 6.1.1 and 6.1.2 in respect of such information as if they were a party to this Deed (where they are not otherwise bound by Clause 6.1.1 and 6.1.2.),

provided that the provisions of this Clause 6.1 shall not restrict any disclosure to LBHI, any officeholder of LBHI or any of LBHI's advisers for the purpose of pursuing or settling any Claims against LBHI, to the extent that those Claims arise under the Guarantee.

6.2 Waiver of confidentiality by Creditor

The Creditor hereby waives, to the maximum extent permitted by law, any breach of confidentiality arising from the operation of this Deed and authorises the Company and/or the Administrators to disclose to any other person any information

which the Company and/or the Administrators are required to disclose or consider to be necessary or desirable to disclose to enable this Deed to be administered effectively and/or for the purposes of disclosure as set out in Clause 6.3 (*Disclosure of information by Company and Administrators*).

6.3 Disclosure of information by Company and Administrators

The Creditor consents to the disclosure or use of information by the Company and/or the Administrators in the following circumstances:

- 6.3.1 any disclosure or use required by law or by any court of competent jurisdiction, the rules and regulations of any regulatory body or stock exchange;
- 6.3.2 disclosure or use for the purpose of any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require such disclosure or use;
- 6.3.3 any disclosure to CAPCO of any information received or generated by the Company and/or the Administrators pursuant to the submission of a proof of debt, information related thereto and this Deed to the extent that such information is requested or required by CAPCO;
- 6.3.4 any disclosure by the Administrators to any subsequent supervisor, liquidator or other officeholder of the Company;
- 6.3.5 any disclosure or use by the Company and/or the Administrators for the purpose of any Proceedings arising out of this Deed or any agreement entered into under or pursuant to this Deed or disclosure to a taxation authority in connection with the taxation affairs of a Party or in respect of any matters which are the subject of, or arise as a result of, the implementation and operation of this Deed; and/or
- 6.3.6 any disclosure or use required in the exercise of the statutory duties of the Administrators or to the extent required by current insolvency practice or to enable the Administrators to properly carry out the duties of their office.

7 Survival of Deed upon a Liquidation Event

- 7.1 If the Company shall become subject to a Liquidation Event, this Deed shall not terminate and shall continue in full force and effect, and, unless the context otherwise requires, all references to the Administrators shall be construed as references to the liquidators of the Company from time to time.
- 7.2 In the event of any inconsistency between the provisions of this Deed and the Insolvency Act or the Insolvency Rules as they apply to the Company following a Liquidation Event in accordance with this Clause 7, for the purposes of this Deed, the provisions of this Deed shall prevail to the maximum extent that the law allows.

8 Non-reliance on Information Ancillary to this Deed

- 8.1 So far as permitted by law and except in the case of fraud, the Relevant Persons shall not be liable in respect of anything done or suffered by a Creditor in reliance on any information provided or communications or announcements made to the Creditor in connection with this Deed.

8.2 The Creditor has made its own independent decision to enter into this Deed and as to whether this Deed is appropriate or proper for it based upon its own judgement and upon advice from its own independent advisers, as it has deemed necessary. The Creditor is not relying on any communication and/or announcement (written or oral) of or from any Relevant Person as a recommendation or an inducement to enter into this Deed, it being understood that information and explanations relating to this Deed in any communication and/or announcement will not be relied upon or treated as a recommendation or an inducement to enter into this Deed.

8.3 No person has been authorised in connection with transactions contemplated by this Deed to give any information or make any representations other than those contained in this Deed and any such information or representation shall not be relied upon as having been authorised by the Company and/or the Administrators.

9 No Expense Claim

For the avoidance of doubt, no amount, liability or obligation in relation to this Deed shall be payable out of or charged on the property of the Company under paragraph 99(3) or 99(4) of Schedule B1 to the Insolvency Act and, if the Company becomes subject to a Liquidation Event, any and all such amounts, liabilities and obligations shall not rank as an expense of the Company's liquidation under Rule 4.218 of the Insolvency Rules.

10 Exclusion of Administrators' Liability

The Administrators have entered into and signed this Deed as agents for and on behalf of the Company and neither they, their firm, members, partners, directors, officers, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Company; or in respect of any failure on the part of the Company to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to this Deed. The exclusion of liability set out in this Clause 10 shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any Claims in tort as well as under the laws of contract.

11 Contracts (Rights of Third Parties) Act 1999

11.1 A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Deed, except to the extent set out in this Clause 11.

11.2 A subsequent supervisor, liquidator or other officeholder of the Company may enforce and rely on any Clause of this Deed to the same extent as if it were a Party.

11.3 The Administrators, their firm, members, partners, directors, officers, employees, agents, advisers and representatives may enforce and rely on Clause 2 (*Claims Agreement*), Clause 3 (*Transfer*), Clause 4 (*Representations and Warranties*), Clause 5 (*Undertakings*), Clause 6 (*Confidentiality*), Clause 8 (*Non-reliance on Information Ancillary to this Deed*), Clause 10 (*Exclusion of Administrators'*

Liability), this Clause 11, Clause 20 (*Governing Law and Jurisdiction*) and Clause 21 (*Appointment of Process Agent*) to the same extent as if they were a Party.

- 11.4 Any term of this Deed may be amended or waived without the consent of any person named or described in Clauses 11.2 and, other than in respect of the Administrators, 11.3.

12 Whole Agreement

- 12.1 This Deed contains the whole agreement between the Company and the Creditor relating to the subject matter of this Deed at the date of this Deed to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Company and the Creditor in relation to the matters dealt with in this Deed.
- 12.2 The Creditor acknowledges that it has not been induced to enter this Deed by any representation, warranty or undertaking not expressly incorporated into it.

13 Modification

No amendment, modification or waiver in respect of this Deed (or any agreement supplemental to it) shall be effective unless in writing and previously approved in writing by both the Company and the Creditor.

14 Costs

- 14.1 Except as expressly provided in this Deed and subject always to Clause 14.2, the Parties shall bear their own costs in connection with the preparation, negotiation, entry into and performance of this Deed.
- 14.2 The Creditor shall bear the cost of all stamp duty, stamp duty reserve tax or stamp duty land tax, any notarial fees and all other taxes and duties or their equivalents in all jurisdictions where such fees, taxes and duties are payable as a result of the transactions contemplated by this Deed. The Creditor shall be responsible for arranging the payment of such stamp duty, stamp duty reserve tax or stamp duty land tax and all other such fees, taxes and duties, including fulfilling any administrative or reporting obligation imposed by the jurisdiction in question in connection with the payment of such taxes and duties.

15 Invalidity

- 15.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of that provision under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision of this Deed under the law of that jurisdiction shall in any way be affected or impaired thereby.
- 15.2 Subject to Clause 15.1, if any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

- 15.3** Subject to Clause 15.1, to the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 15.2, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall, subject to any deletion or modification made under Clause 13 (*Modification*), not be affected.

16 Waivers

- 16.1** No waiver by or on behalf of the Company of any requirement of or any rights under this Deed shall release the Creditor from the full performance of its remaining obligations under this Deed. No single or partial exercise or failure or delay in exercising, on the part of the Company, any right, power or remedy under this Deed or the granting of time by the Company shall prejudice, affect or restrict the rights, powers and remedies of the Parties under this Deed, nor shall any waiver by the Company of any breach of this Deed operate as a waiver of or in relation to any subsequent or any continuing breach of this Deed.
- 16.2** Notwithstanding the provisions of this Deed, the Creditor hereby reserves all rights against LBHI, and this Deed shall not prejudice, affect or restrict (and entry into this Deed is not intended to be, and shall not be construed as, an election of remedy, satisfaction, or a waiver or limitation of) any rights, powers and remedies that the Creditor may have against LBHI, including those arising as a result of (i) the Guarantee, including any and all Claims in excess of the Agreed Claim Amount and Claims referred to in Clause 2.3, or (ii) the broad guarantee of all liabilities, obligations and commitments of the Company contained in the Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI dated 9 June 2009. The Creditor intends this Clause 16.2 to be an "express reservation of rights" within the meaning of Section 15-104 of the New York General Obligations Law. This Clause 16.2 shall not affect the effectiveness of this Deed.

17 Notices

17.1 General

Any notice, information, or other communication to be given, or document to be sent pursuant to or in connection with this Deed:

- 17.1.1** by the Creditor to the Company and/or the Administrators shall be in writing in English and shall be delivered by both:
- (i) prepaid post or airmail to, or by courier using an internationally recognised courier company only to Lehman Brothers International (Europe) (in administration), Level 23, 25 Canada Square, London, E14 5LQ, United Kingdom (for the attention of "Tony Lomas / In House Legal Team"), (or to such other postal address as may be notified (in accordance with this Clause 17) to the Creditor from time to time) in accordance with Clause 17.2 (*Notices by post*); and
 - (ii) electronic mail to claimsdeed@lbia-eu.com (or to such other electronic mail address as may be notified (in accordance with this Clause 17) to the Creditor from time to time) in accordance with Clause 17.3 (*Notices by electronic mail*); and

17.1.2 by the Company and/or the Administrators to the Creditor, either by:

- (i) prepaid post or airmail to, [REDACTED] (or to such other postal address as may be notified (in accordance with this Clause 17) to the Company and/or the Administrators from time to time) in accordance with Clause 17.2 (*Notices by post*); or
- (ii) electronic mail to [REDACTED] (or to such other electronic mail address as may be notified (in accordance with this Clause 17) by the Creditor to the Company and/or the Administrators from time to time) in accordance with Clause 17.3 (*Notices by electronic mail*).

17.2 Notices by post

17.2.1 Any notice, information or communication given or document sent by the Creditor by registered post or courier shall be effectively served on and received by the Company and/or the Administrators upon receipt by the Company and/or the Administrators (if sent in accordance with Clause 17.1.1(i)) and shall be deemed to have been received by the Company at the time of delivery to the relevant address specified in Clause 17.1.1(i).

17.2.2 Any notice, information or communication given or document sent by registered post or courier by the Company and/or the Administrators shall be sufficiently served by sending the same to the relevant address set out in Clause 17.1.2(i).

17.3 Notices by electronic mail

17.3.1 Any notice, information or communication given or document sent by electronic mail shall be sufficiently served by sending the same by electronic mail to the address specified in Clause 17.1.1(ii) or 17.1.2(ii) (as appropriate).

17.3.2 Any notice, information or communication given or document sent by electronic mail shall be deemed to have been received, at the time recorded on the computer of the person to whom the electronic mail is addressed.

17.4 Accidental omission

The accidental omission by the Company and/or the Administrators to send any notice, communication or document in accordance with this Clause 17, or the non-receipt of any such notice, communication or document by the Creditor, shall not affect the provisions of this Deed.

18 Authority to Sign Notices and Documents

In the case of this Deed and any notice, communication or other document in connection with this Deed, which is signed on behalf of the Creditor, neither the Company nor the Administrators shall be required to make enquiry as to the authority of the signatory of that Deed, notice, communication or document to sign such Deed, notice, communication or document on behalf of such Creditor.

19 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Deed by executing any such counterpart.

20 Governing Law and Jurisdiction

- 20.1** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 20.2** The Creditor hereby agrees that the courts of England shall (save as otherwise provided in Clause 20.4) have exclusive jurisdiction to hear and determine any dispute or Proceedings arising out of or in connection with this Deed or the operation of this Deed, and that accordingly any Proceedings arising out of or in connection with this Deed (save as otherwise provided in Clause 20.4) shall be brought in such courts.
- 20.3** The Creditor hereby submits to the exclusive jurisdiction of the courts of England for the purposes of Clause 20.2. The Creditor also waives any objections to Proceedings in the courts of England that may arise that are based on the grounds of the venue or that the Proceedings have been brought in an inconvenient forum.
- 20.4** Notwithstanding Clauses 20.2 to 20.3 inclusive, which are for the benefit of the Company and the Administrators, the Administrators and the Company retain the right to bring Proceedings, in the name of the Company or otherwise, in the courts of any other country having jurisdiction under its own laws to hear such Proceedings.

21 Appointment of Process Agent

- 21.1** The Creditor hereby irrevocably appoints as its agent to accept service of process in England in any legal action or Proceedings arising out of this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by the Creditor, [REDACTED]
- 21.2** The Creditor agrees to inform the Company in writing of any change of address of such process agent (a "**Change of Address**") within 14 days of such change (in accordance with the provisions of Clause 17 (*Notices*)).
- 21.3** If such process agent (the "**Current Process Agent**") ceases to be able to act as such or to have an address in England, the Creditor irrevocably agrees to appoint a new process agent acceptable to the Company (a "**New Process Agent**") and to deliver to the Company within 14 days a copy of a written acceptance of appointment by the New Process Agent together with the address of the New Process Agent (in accordance with the provisions of Clause 17 (*Notices*)).
- 21.4** In the event of a Change of Address or the appointment of a New Process Agent, the Creditor agrees that any service of process in England in any legal action or Proceedings arising out of this Deed shall be deemed valid service upon the Creditor if service is effected:

(a) to the address specified in Clause 21.1 (or to any subsequent address notified to the Company in accordance with Clause 21.2); or

(b) to the Current Process Agent,

prior to notification by the Creditor to the Company of such Change of Address or of the written acceptance of appointment by the New Process Agent and the address of the New Process Agent (in accordance with Clauses 21.2 and 21.3, respectively) (as appropriate) and notwithstanding any such Change of Address or appointment of a New Process Agent (as appropriate).

21.5 Nothing in this Deed shall affect the right to serve process in any other manner permitted by law.

This Deed has been delivered on the date stated at the beginning of this Deed.

SIGNED as a **DEED** for and on behalf of **LEHMAN BROTHERS INTERNATIONAL (EUROPE)** (in **administration**) by one of the Administrators acting as its agent and without personal liability

Paul Lyley
.....

In the presence of:

Witness's signature:

Name: *Suzanne Marlow*

Address: **25 Canada Square**
Canary Wharf

Occupation: **London, E14 5LQ**

Lawyer

[Signature]
.....



.....
Authorised Signatory



.....
Authorised Signatory

This Deed has been delivered on the date stated at the beginning of this Deed.

SIGNED as a **DEED** for and on behalf of **LEHMAN BROTHERS INTERNATIONAL (EUROPE) (in administration)** by one of the Administrators acting as its agent and without personal liability

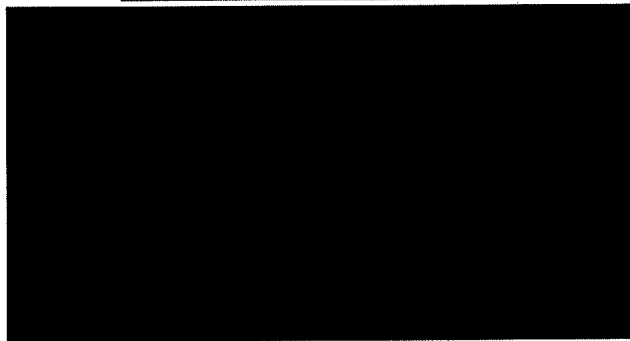
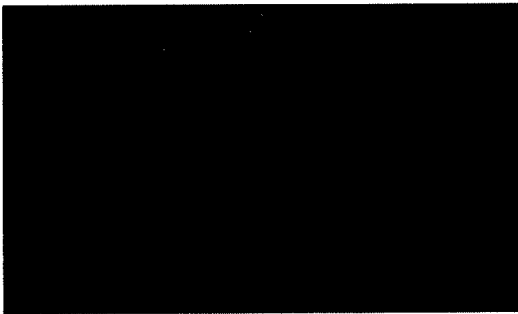
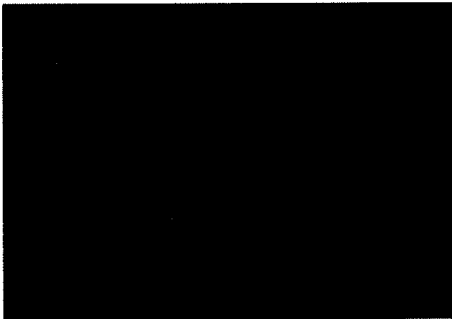
.....

In the presence of:
Witness's signature:
Name:

.....

Address:

Occupation:



**APPENDIX
FORM OF TRANSFER NOTICE**

To: Lehman Brothers International (Europe) (in administration) (the "Company")
Level 23
25 Canada Square
London
E14 5LQ
United Kingdom

And by email: [insert email address]

Att: Tony Lomas / In House Legal Team

From: [Name of Transferor] (the "Transferor")
[Address of Transferor]

From: [Name of Transferee] (the "Transferee")
[Address of Transferee]
[Email Address of Transferee]
[Telephone number of Transferee]
[GAC Code of Transferee if Transferee has a GAC Code]

[insert date]

Dear Sirs

Transfer Notice in respect of Transfer of Admitted Claim

- 1 [Subject to paragraph 2 of this letter deed,] the terms of this letter deed shall be effective on the date upon which the Company serves a countersigned copy of this letter deed on the Transferor or Transferee (whichever is later) in accordance with paragraph 9 of this letter deed (the "Effective Date"), provided that paragraphs 2, 3, 4.1 and paragraphs 8 to 13 inclusive of this letter deed shall become effective on the date of this letter deed.
- 2 [If the Effective Date does not occur on or before **[Transferor & Transferee to insert date]** (or such later date as may be agreed in writing between the Company, the Transferor and the Transferee), this letter deed shall lapse and the terms of this letter deed shall cease to have any effect other than this paragraph 2 and paragraphs 3, 10, 11 and 13 which shall remain in full force and effect.]
- 3 Unless otherwise defined herein, terms defined in the Claims Determination Deed between the Company and **[the Transferor / state name of original party to the deed if different to the Transferor]** dated [•] (the "Deed"), shall have the same meaning in this letter deed.
- 4 The Transferor and Transferee agree that:
 - 4.1 subject to paragraph 2 of this letter deed, the terms of this letter deed may not be revoked or amended without the prior written consent of the Company;

- 4.2 the whole of the Admitted Claim and the whole of the Transferor's right to receive any and all dividends in respect of, or in connection with, the Admitted Claim shall be unconditionally and immediately assigned to the Transferee;
- 4.3 the proof of debt and accompanying information lodged by or on behalf of the Transferor shall stand as the Transferee's proof of debt;
- 4.4 dividends paid, and/or any other benefit given in lieu thereof, by the Company and/or Administrators to (or at the direction of) the Transferee shall constitute a good discharge by the Company and the Administrators of their obligations in respect of the Admitted Claim;
- 4.5 subject to the provisions of the Deed, the Transferor confirms that the Transferee may agree, compromise, settle, waive, release, discharge, Transfer (by way of assignment, novation, sale or otherwise) or otherwise dispose of the whole or any part of the Admitted Claim (and/or any direct or indirect benefit, right, title, interest, action or cause of action deriving from the Admitted Claim, including any right to receive dividends in respect of, or in connection with, the Admitted Claim) and to the extent that the Transferor's consent is required for the Transferee to take such action, the Transferor hereby agrees to the Transferee taking any such action;
- 4.6 the Company and/or the Administrators may communicate solely with the Transferee in relation to the Admitted Claim; and
- 4.7 the terms of this letter deed shall not prevent the Company and/or the Administrators from making further requests for information from the Transferor and/or the Transferee in due course.
- 5 The Transferor agrees that:
- 5.1 the Company and/or the Administrators shall be permitted to disclose to the Transferee and the Transferee's partners, directors, employees, officers, agents, advisers and representatives (together the "**Transferee's Representatives**") any and all documentation and/or information submitted by the Transferor, or on its behalf, to the Company and/or the Administrators in connection with the Admitted Claim and/or Creditor Agreement (including but not limited to any proof of debt and any substantiating documents (as referenced in rule 2.72 of the Insolvency Rules 1986)); and
- 5.2 the Transferee and the Transferee's Representatives shall be permitted to rely on and utilise all such information.
- 6 The Transferee:
- 6.1 agrees that, subject to paragraph 7 of this letter deed, the rights and obligations of the Transferor under or in connection with the Deed constitute legal, valid and binding rights and obligations of the Transferee and that for the purpose of Clause 17.1.2 of the Deed, the postal address and the email address of the Transferee set out in this letter deed shall replace the postal address and the email address set out at Clause 17.1.2(i) and 17.1.2(ii) (respectively) of the Deed; and
- 6.2 makes the representations set out in Clause 4 of the Deed to the Company and the Administrators on the Effective Date provided that the Transferee shall not be required to make the representations set out in Clause 4.5 of the Deed.
- 7 For the avoidance of doubt, following an assignment (pursuant to Clause 3 of the Deed), the mutual discharge and release set out in Clause 2.3 of the Deed shall not apply to any

Claims or other matters or causes of action (whether contractual, proprietary or otherwise arising) other than those Claims and other matters and causes of action released and discharged as between the Company, the Administrators and the Transferor by operation of Clause 2.3 immediately before the assignment (pursuant to Clause 3 of the Deed).

- 8 Each person signing this letter deed on behalf of the Transferor and Transferee (as appropriate) represents that they are an authorised signatory executing this letter deed for and on behalf of, and with authority to bind, the Transferor or the Transferee (as applicable) to this letter deed and each such person acknowledges that the Company and/or the Administrators reserve the right to require evidence of power and authority and/or any supporting documentation or supplementary information from any person who purports to execute this letter deed on behalf of each of the Transferor and Transferee (as appropriate).
- 9 The acknowledgement of receipt shall be sent by the Company to the Transferor in accordance with Clause 17 (*Notices*) of the Deed (and Clause 17.2.2 of the Deed shall govern the effective service thereof) and to the Transferee by sending such communication to the postal address or the email address of the Transferee as set forth in this letter deed and such acknowledgement shall be deemed to be sufficiently served on the Transferee by sending the same to the Transferee's postal or email address.
- 10 The Transferor and Transferee agree that the administrators of the Company (the "**Administrators**") have countersigned this letter deed and agree to be bound by the terms of this letter deed as agents for and on behalf of the Company and neither they, their firm, members, partners, directors, officers, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Company; or in respect of any failure on the part of the Company to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to this letter deed. The exclusion of liability hereunder shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any and all claims (including, but not limited to, claims in tort, equity and common law as well as under the laws of contract).
- 11 Any person who is not a party to this letter deed shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce or enjoy the benefit of any term of this letter deed provided that the Administrators shall be entitled to rely on paragraph 4, paragraph 5, paragraph 7, paragraph 8, paragraph 10 and this paragraph 11 of this letter deed and the Administrators' firm, members, partners, directors, officers, employees, agents, advisers and representatives shall be entitled to rely on paragraph 10 and this paragraph 11 of this letter deed, as if they were a party to it.
- 12 This letter deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this letter deed by executing any such counterpart.
- 13 This letter deed and any non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

This letter deed is executed by both the Transferor and the Transferee as a deed and is delivered on the date stated at the beginning of this letter deed.

[Transferor/Transferee to delete/amend execution blocks as appropriate]

[If the Transferor is a company incorporated in England and Wales, use the following execution block.]

SIGNED as a DEED by [insert name of Transferor] by [insert name of director]

.....

Director

In the presence of:

Witness's signature:

.....

Name:

Address:

Occupation:

[If the Transferor is a company not incorporated in England and Wales, the following execution block may suffice. [N.B. Liaise with foreign counsel to ensure that this broad execution block satisfies local law requirements.]

SIGNED as a DEED by [insert name of Transferor], a company incorporated in [territory], by [insert name of authorised signatory]

.....

[Authorised Signatory]

and **[name of authorised signatory]**

.....

[Authorised Signatory]

[If the Transferee is a company incorporated in England and Wales, use the following execution block.]

SIGNED as a **DEED** by *[insert name of Transferee]* by *[insert name of director]*

.....
Director

In the presence of:
Witness's signature:
Name:

.....

Address:

Occupation:

[If the Transferor/Transferee is a company not incorporated in England and Wales, use the following execution block]

SIGNED as a **DEED** by *[insert name of Transferee]*, a company incorporated in *[territory]*, by *[insert name of authorised signatory]*

.....
[Authorised Signatory]

and *[name of authorised signatory]*

.....
[Authorised Signatory]

[N.B. Liaise with foreign counsel to ensure that this broad execution block satisfies local law requirements.]

Acknowledged and agreed by

Administrator

for and on behalf of **Lehman Brothers International (Europe) (in administration)** acting as its agent and without personal liability

Date: