

**SECURITY AGREEMENT
(Deposit Account at Bank of America, N.A.)**

This Security Agreement (Deposit Account) (this "Agreement") is made as of August 25, 2008 by and between Lehman Brothers Holdings Inc., a Delaware corporation (the "Pledgor"), and Bank of America, N.A. (the "Bank").

WHEREAS, pursuant to the terms of the deposit account agreements between the Bank, its subsidiaries and/or affiliates (whether in the Cayman Islands, the United States or elsewhere), on the one hand, and Pledgor, its subsidiaries and/or affiliates, on the other hand, the Bank and/or its subsidiaries and/or affiliates (whether in the Cayman Islands, the United States or elsewhere) may, but are not obligated to, permit the Pledgor, its subsidiaries and affiliates to incur overdrafts in accounts maintained with the Bank, its subsidiaries and/or affiliates (whether in the Cayman Islands, the United States or elsewhere); and

WHEREAS, without in any way affecting the uncommitted nature of the Bank's, its subsidiaries' and affiliates' (whether in the Cayman Islands, the United States or elsewhere) option to permit such overdrafts, the Bank, its subsidiaries and affiliates (whether in the Cayman Islands, the United States or elsewhere) require that any such overdrafts be fully covered by cash collateral.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Grant of Security Interest. As security for any and all Indebtedness (as defined below), the Pledgor hereby irrevocably and unconditionally grants a security interest in and assigns and transfers the Deposit Account (as defined below) to the Bank.

2. "Indebtedness" means (a) any and all existing and future indebtedness and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, voluntary or involuntary, solely in respect of overdrafts of the Pledgor, any of its subsidiaries or any of its affiliates, owed to the Bank, any of the Bank's subsidiaries or any of the Bank's affiliates (whether in the Cayman Islands, the United States or elsewhere), including, without limitation, daylight and overnight overdrafts, and all costs, expenses and reasonable attorneys' fees incurred by the Bank, any of the Bank's subsidiaries or any of the Bank's affiliates (whether in the Cayman Islands, the United States or elsewhere), in connection with the collection or enforcement thereof, and whether recovery upon such indebtedness and liabilities may be or hereafter become unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against the Pledgor, any of its subsidiaries or any of its affiliates, under the Bankruptcy Code (Title 11, United States Code), any successor statute or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, and including interest that accrues after the commencement by or against the Pledgor, any of its subsidiaries or any of its affiliates, of any proceeding thereunder, and (b) all obligations of the Pledgor now or hereafter existing under this Agreement, including without limitation under the guarantee made by the Pledgor pursuant to Paragraph 13 hereof. The Bank's, or any of the Bank's subsidiaries' or any of the Bank's affiliates' (whether in the Cayman Islands, the United States or elsewhere), books and records showing the amount of the Indebtedness shall be admissible in evidence in any action or proceeding, and shall be binding upon the Pledgor, any of its subsidiaries or any of its affiliates, and conclusive for the purpose of establishing the amount of the Indebtedness.

3. Deposit Account. For purposes of this Agreement, “Deposit Account” means (i) account no. 402671 representing a Eurodollar time deposit opened by the Pledgor and held at the Bank at its branch in the Cayman Islands (the “Cayman Islands Branch”) and (ii) account no. 6550-9-14465 opened by the Pledgor and held at the Bank, and in each case, any renewals or rollovers thereof, any successor or substitute deposit account(s) including, without limitation, any such deposit account as it may have been renumbered or retitled, any proceeds thereof (including without limitation any interest paid thereon), and any general intangibles and choses in action arising therefrom or related thereto.

4. Collateral. (a) The Pledgor agrees that it shall on the date of this Agreement provide collateral (“Collateral”) on deposit in the Deposit Account with the Bank having an aggregate value equal to US \$500,000,000. The Pledgor may, from time to time in its sole discretion provide additional Collateral on deposit in the Deposit Account or remove Collateral on deposit in the Deposit Account, so long as the Pledgor shall have given written notice to the Bank of such addition to or removal of Collateral at least three (3) business days prior to the date of such proposed addition or removal, which notice shall specify the amount of such addition or removal and date on which such addition or removal is to be effected; provided that, the Pledgor may not remove Collateral on deposit in the Deposit Account if, after giving effect to such removal, the amount on deposit in the Deposit Account would be less than the aggregate amount of overdrafts of the Pledgor and/or its subsidiaries and/or affiliates with the Bank and/or the Bank’s subsidiaries and/or affiliates (whether in the Cayman Islands, the United States or elsewhere) then existing; and provided, further that, for the avoidance of doubt, in no event shall the Pledgor remove any Collateral on deposit in the Deposit Account without complying fully with the notice requirements set forth in this Paragraph 4(a).

(b) If for purposes of this Agreement it is necessary to convert a sum on deposit in the Deposit Account into another currency in which any Indebtedness secured hereunder is denominated (a “Foreign Currency”), the Bank shall be entitled to use all or a portion of the funds comprising the Deposit Account to purchase the required amount of such Foreign Currency to liquidate the relevant Indebtedness, and such Foreign Currency shall be purchased at a rate of exchange equal to that at which, in accordance with normal banking procedures, the Bank could purchase such Foreign Currency with such sum on deposit in the Deposit Account on the business day preceding that on which such conversion is to be made. If the amount of Foreign Currency that can be purchased with the funds available in the Deposit Account is less than the sum of the relevant Indebtedness due to the Bank or its subsidiaries or affiliates (whether in the Cayman Islands, the United States or elsewhere), the Pledgor agrees, as a separate obligation, to (a) indemnify the Bank or its subsidiaries or affiliates (whether in the Cayman Islands, the United States or elsewhere) to which such Indebtedness was owing against such loss, and (b) immediately deposit an amount of U.S. dollars into the Deposit Account sufficient to facilitate the purchase of such additional Foreign Currency as is required to liquidate the relevant Indebtedness. The obligation of the Pledgor or any of its subsidiaries or affiliates in respect of any Indebtedness denominated in any currency shall only be discharged to the extent that the Bank receives payment in full in such currency.

5. Withdrawals; Renewals; Rollovers. The Pledgor shall not withdraw funds from the Deposit Account without the Bank’s prior written consent, except for withdrawals made in compliance with the requirements set forth in Paragraph 4(a). The Pledgor agrees that, upon maturity of any deposit with a maturity date, such deposit shall be renewed at the Bank’s then prevailing rate of interest for successive ninety (90) day periods (or such other time period as may be agreed in writing by the Bank and the Pledgor).

6. Interest Payments. Notwithstanding the Bank’s security interest in the proceeds of the Deposit Account, the Bank will continue to pay to the Pledgor any interest accruing thereunder until the occurrence of an Event of Default under this Agreement.

7. Pledgor's Covenants, Warranties and Representations. The Pledgor covenants, represents and warrants that unless compliance is waived by the Bank in writing:

(a) Except as otherwise agreed by the Bank in writing, the Pledgor owns the Deposit Account free and clear of any and all liens, encumbrances, or interests of any third parties other than the security interest of the Bank, and will keep the Deposit Account free of all liens, claims, security interests and encumbrances of any kind or nature, whether voluntary or involuntary, except the security interest of the Bank pursuant to this Agreement.

(b) The Pledgor shall, at the Pledgor's expense, take all actions necessary from time to time to maintain the first priority and perfection of said security interest and shall not take any actions that would alter, impair or eliminate said priority or perfection.

(c) The Pledgor agrees to pay prior to delinquency all taxes, charges, liens and assessments against the Deposit Account other than such taxes, charges, liens and assessments which are at such time being contested in good faith by the Pledgor and upon the failure of the Pledgor to do so, the Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same.

(d) The Pledgor's exact legal name is correctly set forth on the signature page hereof. The Pledgor will provide the Bank with at least 30 days' prior written notice of any change in the Pledgor's name or identity.

(e) The Pledgor is an organization of the type and (if not an unregistered entity) is incorporated in or organized under the laws of the state specified in the first paragraph above. The Pledgor shall give the Bank at least 30 days' notice before changing its type of organization, business structure or state of organization.

(f) The Pledgor's organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth on the signature page hereof. The Pledgor shall promptly notify the Bank (i) of any change of its organizational identification number, or (ii) if the Pledgor does not have an organizational identification number and later obtains one, of such organizational identification number.

8. Certificates. Upon the Bank's request, the Pledgor shall deliver any certificate evidencing any part of the Deposit Account to the Bank, duly endorsed over to the Bank as necessary.

9. Costs. All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by the Bank in exercising any right, power or remedy conferred by this Agreement or in the enforcement hereof, shall become a part of the Indebtedness secured hereunder and shall be paid to the Bank by the Pledgor immediately and without demand, with interest thereon at an annual rate equal to the highest rate of interest that would be applicable to any Indebtedness secured by this Agreement.

10. Events of Default. Any one or more of the following shall be a default hereunder ("Event of Default"):

(a) The Pledgor, or any of its subsidiaries or affiliates, or any comaker, accommodation maker, surety or guarantor of the Indebtedness or any endorser of any note or other document evidencing the Indebtedness (a "Credit Party") (i) fails to pay the principal of any such Indebtedness when due, or (ii) fails to pay any interest or fees on such Indebtedness when due and such default shall continue unremedied for three or more business days, or (iii) breaches

any other term, provision, warranty or representation of any agreement evidencing or relating to the Indebtedness (other than any such defaults otherwise described in this Paragraph 10(a) or in Paragraph 10(b), (c), (d), (e), (f) or (g) of this Agreement), and such default shall continue unremedied for a period of 15 or more business days after written notice to the Pledgor by the Bank.

(b) Any custodian, receiver or trustee (or similar appointee under applicable law or contract) is appointed to take possession, custody or control of all or a substantial portion of the property of any Credit Party.

(c) Any Credit Party becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, or commences any case, proceeding, reorganization or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(d) Any case, proceeding, reorganization or other action is commenced against any Credit Party under any bankruptcy or other law for the relief of, or relating to, debtors.

(e) Any involuntary lien of any kind or character attaches to the Deposit Account and is not removed within three (3) business days of such attachment.

(f) Any financial statement, certificate, schedule or other information now or hereafter furnished by any Credit Party to the Bank proves to have been false or incorrect in any material respect when furnished to the Bank.

(g) If any Indebtedness having an aggregate principal amount of US \$50,000,000 (or the equivalent in any other currency or currencies) or more is an obligation or liability of any kind (including any renewals, extensions or modifications thereof) arising out of or relating to any transaction (including an agreement with respect thereto) now existing or hereafter entered into which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, spot or forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit swap or default transaction or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (individually, a "Hedging Transaction;" collectively, the "Hedging Transactions"), any termination event (not exercisable by the Pledgor or its affiliates), event of default or other similar event occurs under such Indebtedness.

11. Remedies. If an Event of Default occurs, the Bank may do any one or more of the following:

(a) Declare all Indebtedness to be immediately due and payable, whereupon the same shall become and be immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, all of which are hereby expressly waived; provided, however, that upon the occurrence of an Event of Default described in Paragraph 10(c) or 10(d), all Indebtedness shall become and be immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character, all of which are hereby expressly waived.

(b) Exercise as to the Deposit Account all of the rights, powers and remedies of an owner and all of the rights, powers and remedies of a secured party under the UCC (as defined below) and any other applicable law.

(c) Apply, without notice, any funds in any Deposit Account against the Indebtedness.

(d) Exercise any other remedy provided under this Agreement or by any applicable law.

12. Return of Collateral. The Bank may at any time deliver the collateral or any part thereof to the Pledgor and the receipt of the Pledgor shall be a complete and full acquittance for the collateral so delivered, and the Bank shall thereafter be discharged from any liability or responsibility therefor.

13. Guarantee. (a) The Pledgor hereby, unconditionally and irrevocably, guarantees (which shall be continuing) to the Bank, and the Bank's subsidiaries and affiliates (whether in the Cayman Islands, the United States or elsewhere), and their respective successors, indorsees, Permitted Transferees and Assigns, the prompt and complete payment by any of the Pledgor's subsidiaries or any of the Pledgor's affiliates, when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness.

(b) No payment or payments made by the Pledgor, any of its subsidiaries or affiliates, any other guarantor or any other person or received or collected by the Bank or any of its subsidiaries or affiliates from the Pledgor, any of its subsidiaries or affiliates, any other guarantor or any other Person by virtue of any action or proceeding or any set off or appropriation or application at any time or from time to time in reduction of or in payment of the Indebtedness shall be deemed to modify, reduce, release or otherwise affect the liability of the Pledgor hereunder which shall, notwithstanding any such payment or payments other than payments made by Pledgor or such subsidiary of affiliate thereof in respect of the Indebtedness or payments received or collected from the Pledgor or such subsidiary of affiliate thereof in respect of the Indebtedness, remain liable for the Indebtedness until the Indebtedness is paid in full.

(c) The Pledgor shall remain obligated hereunder notwithstanding that, without any reservation of rights against the Pledgor and without notice to or further assent by the Pledgor, any demand for payment of any of the Indebtedness made by the Bank or any subsidiary or affiliate of the Bank may be rescinded by such party and any of the Indebtedness continued, and the Indebtedness, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Bank or any subsidiary or affiliate of the Bank, and any documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Bank or any subsidiary or affiliate of the Bank may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Bank or any subsidiary or affiliate of the Bank for the payment of the Indebtedness may be sold, exchanged, waived, surrendered or released. Neither the Bank or any subsidiary or affiliate of the Bank shall have any obligation to protect, secure, perfect or insure any lien at any time held by it as security for the Indebtedness or for the guarantee provided for in this Paragraph 13 or any property subject thereto. When making any demand hereunder against the Pledgor, the Bank or any subsidiary or affiliate of the Bank may, but shall be under no obligation to, make a similar demand on any subsidiary or affiliate of the Pledgor or any other guarantor, and any failure by the Bank or any subsidiary or affiliate of the Bank to make any such demand or to collect any payments from the Pledgor or any subsidiary or affiliate of the Pledgor or any such other guarantor or any release of any subsidiary or affiliate of the Pledgor or such other guarantor shall not relieve Pledgor of its obligations or liabilities under this Paragraph 13, and shall not impair or affect the rights and remedies, express or implied, or as a

matter of law, of the Bank or any subsidiary or affiliate of the Bank against the Pledgor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

(d) The Pledgor waives any and all notice of the creation, renewal, extension or accrual of any of the Indebtedness and notice of or proof of reliance by the Bank or any of the Bank's subsidiaries or affiliates upon this Paragraph 13 or acceptance of this Paragraph 13, the Indebtedness, and any of it, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Paragraph 13; and all dealings between the Pledgor, its subsidiaries and affiliates, on the one hand, and the Bank or any of the Bank's subsidiaries or affiliates (whether in the Cayman Islands, the United States or elsewhere), on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this Paragraph 13. The Pledgor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon its subsidiaries or affiliates with respect to the Indebtedness. The Pledgor understands and agrees that the guarantee provided by this Paragraph 13 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (i) the validity, regularity or enforceability of any of the Indebtedness or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Bank or any of the Bank's subsidiaries or affiliates, (ii) any defense, set off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any subsidiary or affiliate of the Pledgor against the Bank or any of the Bank's subsidiaries or affiliates, or (iii) any other circumstance whatsoever (with or without notice to or knowledge of the Pledgor or any of its subsidiaries or affiliates) which constitutes, or might be construed to constitute, an equitable or legal discharge of any of the Pledgor's subsidiaries or affiliates for the Indebtedness, or of the Pledgor under this Paragraph 13, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against the Pledgor, the Bank or any of the Bank's subsidiaries or affiliates may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Pledgor's subsidiaries and affiliates or any other person or against any collateral security or guarantee for the Indebtedness or any right of offset with respect thereto, and any failure by the Bank or any of the Bank's subsidiaries or affiliates to pursue such other rights or remedies or to collect any payments from the subsidiaries or affiliates of the Pledgor or any such other person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any of the Pledgor's subsidiaries or affiliates or any such other person or any such collateral security, guarantee or right of offset, shall not relieve the Pledgor of any liability under this Paragraph 13, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Bank or any of the Bank's subsidiaries or affiliates against the Pledgor. The guarantee provided by this Paragraph 13 shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Pledgor and the successors and assigns thereof, and shall inure to the benefit of the Bank or any of the Bank's subsidiaries or affiliates, and their respective successors, indorsees and Permitted Transferees and Assigns, until all the Indebtedness and the obligations of the Pledgor under this Agreement shall have been satisfied by payment in full.

(e) The guarantee provided in this Paragraph 13 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Indebtedness is rescinded or must otherwise be restored or returned by the Bank or any subsidiary or affiliate of the Bank upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Pledgor or any of its subsidiaries or affiliates, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Pledgor or any of its subsidiaries or affiliates or any substantial part of its property, or otherwise, all as though such payments had not been made.

(f) Notwithstanding any modification, discharge or extension of the Indebtedness or any amendment, modification, stay or cure of the Bank's or any subsidiary or affiliate of the Bank's rights which may occur in any bankruptcy or reorganization case or proceeding against the Pledgor or any of its subsidiaries or affiliates, whether permanent or temporary, and whether or not assented to by the Bank or

any subsidiary or affiliate of the Bank, the Pledgor hereby agrees that the Pledgor shall be obligated hereunder to pay and perform the Indebtedness and discharge their other obligations in accordance with the terms of the Indebtedness and the terms of this Paragraph 13. The Pledgor understands and acknowledges that, by virtue of this Paragraph 13, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to its subsidiaries and affiliates. Without in any way limiting the generality of the foregoing, any subsequent modification of the Indebtedness in any reorganization case concerning any subsidiary or affiliate of the Pledgor shall not affect the obligation of the Pledgor to pay and perform the Indebtedness in accordance with the original terms thereof.

(g) Notwithstanding the foregoing provisions of this Paragraph 13, the Pledgor shall have no personal liability for payment of the Indebtedness of the Pledgor's subsidiaries and affiliates, and in any action or suit to collect such Indebtedness the Bank shall not seek any in personam judgment against the Pledgor or any judgment for a deficiency but shall look solely to the security interest created hereunder and the Deposit Account for payment of such Indebtedness. Nothing contained in this Paragraph 13 shall be construed to impair the validity of the Indebtedness or affect or impair in any way the right of the Bank to exercise its rights and remedies under this Agreement in accordance with its terms.

14. Other Rights. The rights, powers and remedies given to the Bank by this Agreement shall be in addition to all rights, powers and remedies given to the Bank by virtue of any statute or rule of law. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof, and every right, power and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.

15. Termination. This Agreement shall remain in full force and effect until terminated (a) by the Bank or (b) after giving the Bank written notice ten (10) days prior to such termination, by the Pledgor.

16. Miscellaneous.

(a) The Pledgor hereby authorizes the Bank to file one or more financing statements describing all or part of the collateral, and continuation statements, or amendments thereto, relative to all or part of the collateral as authorized by applicable law. Such financing statements, continuation statements and amendments will contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Pledgor is an organization, the type of organization and any organizational identification number issued to the Pledgor. The Pledgor agrees to furnish any such information to the Bank promptly upon request.

(b) At the request of the Bank, the Pledgor shall execute such other agreements, documents or instruments in connection with this Agreement as the Bank may deem necessary to evidence or perfect the security interests granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to the Bank herein, and, for the avoidance of doubt, the Pledgor shall deliver to the Bank's Cayman Islands Branch immediately upon execution of this Agreement notice (the "Notice") of the grant of security interest over and the assignment and transfer of the Deposit Account under this Agreement in the form set out at Exhibit A of this Agreement and shall procure acknowledgement of the Notice by the Bank's Cayman Islands Branch substantially in the form set out at Exhibit B of this Agreement.

(c) Any definition of or reference to any agreement, contract, deed, document, instrument or other record herein (including this Agreement) shall be construed as referring to such agreement, contract, deed, document, instrument or other record as from time to time

amended, supplemented, restated or otherwise modified or novated (subject to any restrictions on such amendments, supplements or modifications set forth herein).

(d) This Agreement shall be governed by and construed according to the internal laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies are governed by the laws of any other jurisdiction. The Pledgor hereby irrevocably (i) submits to the non-exclusive jurisdiction of any United States Federal or State court sitting in New York, New York in any action or proceeding arising out of or relating to this Agreement, and (ii) waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith. Service of process by the Bank in connection with such action or proceeding shall be binding on the Pledgor if sent to the Pledgor by registered or certified mail at its address specified below. The Pledgor agrees that the Bank may disclose to any prospective purchaser and any purchaser of all or part of the Indebtedness any and all information in the Bank's possession concerning the Pledgor, this Agreement and the collateral. The state referred to above in this subparagraph is the "bank's jurisdiction" for purposes of the UCC (as defined below).

(e) References to "UCC" in this Agreement shall mean the Uniform Commercial Code as in effect from time to time in the state referred to in subparagraph (c) above; provided that if by mandatory provisions of law, the perfection, the effect of perfection or non-perfection, or the priority of the security interests granted in this Agreement, as well as all other security interests created or assigned as additional security for the Indebtedness under the provisions of this Agreement, in any collateral is governed by the Uniform Commercial Code as in effect in any other jurisdiction, the "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such perfection, effect of perfection or non-perfection, or the priority of security interests. Any term used or defined in the UCC and not defined in this Agreement has the meaning given to the term in the UCC, when used in this Agreement.

(f) This Agreement shall benefit the Bank's successors and assigns and shall bind the Pledgor's successors and assigns, except that the Pledgor may not assign its rights and obligations under this Agreement. This Agreement shall bind all parties who become bound as a debtor with respect to the Indebtedness. Any voluntary assignment by the Bank of its rights and obligations under this Agreement shall only be made to a subsidiary or affiliate of the Bank (whether in the Cayman Islands, the United States or elsewhere), unless the Bank shall have received the prior written consent of the Pledgor (entities to which an assignment or transfer is permitted pursuant to this Paragraph 16(f), "Permitted Transferees and Assigns").

(g) In all cases where more than one party executes this Agreement, all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require, and the obligations and undertakings hereunder are joint and several.

17. Notices. All notices and other communications provided for hereunder shall be in writing (including email or facsimile communication) and mailed by internationally recognized courier, emailed or delivered to, addressed to it at its address specified below:

(a) If to the Pledgor:

Lehman Brothers Holdings Inc.
1301 Avenue of the Americas
New York, New York 10019

Attention: Global Treasurer
Fax: (646) 834-0960

- (b) If to the Bank or to the Bank's Cayman Islands Branch:

Bank of America Account Administration New York
International Client Delivery and Service
100 West 33rd St., 4th Floor
New York, NY 10001
Attention: Steve Sample
Phone: (646) 733-4547
Fax: (646) 733-4881

or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed by internationally recognized courier, emailed or faxed, be effective when deposited in the with the internationally recognized courier, email or faxed respectively, addressed or aforesaid; except that notices and other communications to the Bank or the Bank's Cayman Islands Branch shall not be effective until received by the Bank or the Bank's Cayman Islands Branch, as applicable.

18. WAIVER OF JURY TRIAL. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PLEDGOR AND THE BANK EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS AGREEMENT.

19. NOTICE OF FINAL AGREEMENT. THIS WRITTEN SECURITY AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS SECURITY AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized officers as of the date first above written.

Pledgor:

LEHMAN BROTHERS HOLDINGS INC.

By:



Name: Paolo Tomucci

Title: Vice President and Global Treasurer

Organizational Identification No. 2024634

[SIGNATURE PAGE TO DEPOSIT ACCOUNT SECURITY AGREEMENT]

Bank:

BANK OF AMERICA, N.A.

By: Michael Fossacca

Name: Michael Fossacca

Title: Senior Vice President

[SIGNATURE PAGE TO DEPOSIT ACCOUNT SECURITY AGREEMENT]

EXHIBIT A
NOTICE OF CHARGE

To: **BANK OF AMERICA, N.A. acting through its Cayman Islands branch**
From: **LEHMAN BROTHERS HOLDINGS INC. (the "Pledgor")**

Copied to: **BANK OF AMERICA, N.A. (the "Bank")**

Date: 25 August 2008

Dear Sirs

Security Agreement dated 25 August 2008 between the Bank and the Pledgor (the "Security Agreement")

We give you notice that we have granted a security interest in and assigned and transferred to the Bank under the Security Agreement over all of our right, title and interest in and to the following account:

account no. 402671 (the "**Pledged Deposit Account**") (including any renewal or redesignation thereof).

We confirm that with effect from the date of your receipt of this notice, withdrawals from the Pledged Deposit Account shall be governed by the terms of this notice and the Security Agreement.

We instruct and authorise you:

- (a) to disclose to the Bank any information in relation to the Pledged Deposit Account at any time upon their request; and
- (b) only to accept instructions in relation to the Pledged Deposit Account from us to the extent such instructions are countersigned by the Bank.

Subject to paragraph (b) above, all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Pledged Deposit Account are charged to the Bank.

This letter is governed by and construed in accordance with Cayman Islands law.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Bank at:

c/o Bank of America Trust and Banking Corporation (Cayman) Limited
"BankAmerica"
Strathvale House, 3rd Floor,
90 North Church Street
P.O. Box 1092 G.T.
Georgetown, Grand Cayman
Cayman Islands

for the attention of James Whittaker.

[NOTICE OF CHARGE]

Yours faithfully



Name: Paolo Tomucci
Title: Vice President and Global Treasurer
for and on behalf of
LEHMAN BROTHERS HOLDINGS INC.

[SIGNATURE PAGE FOR NOTICE OF CHARGE]

EXHIBIT B

ACKNOWLEDGEMENT

To: **BANK OF AMERICA, N.A. (the "Bank")**
AND
LEHMAN BROTHERS HOLDINGS INC. (the "Pledgor")

Date: 25 August 2008

Dear Sirs

Security Agreement dated 25 August 2008 between Bank and the Pledgor (the "Security Agreement")

We refer to a notice of charge from the Pledgor dated 25 August 2008 in connection with the Security Agreement (the "**Notice**") and the following account held with us:

account no. 402671 (the "**Deposit Account**").

At the request of the Bank and the Pledgor we acknowledge receipt of the Notice and confirm that we accept the instructions contained in the Notice and agree to comply with the Notice.

This letter is governed by and construed in accordance with Cayman Islands law.

[ACKNOWLEDGMENT]

Yours faithfully

A handwritten signature in black ink, appearing to read "Michael Fusco", written over a dotted line.

Name: Michael Fusco

Title: Senior Vice President

for and on behalf of

BANK OF AMERICA, N.A. acting through its Cayman Islands branch

[SIGNATURE PAGE FOR ACKNOWLEDGMENT]