

THIS DEED is made on September 12th, 2008

BETWEEN:

- (1) Lehman Brothers Inc (formally known as Shearson Lehman Brothers Inc) as the "**Client**";
- (2) **CITIBANK, N.A.** as the "**Bank**"; and
- (3) **CITIBANK, N.A.** on behalf of each branch or affiliate of the Bank from time to time selected and appointed by the Client as custodian or clearing agent (the "**Custodian**")

WHEREAS:

- (A) The parties have entered into a Direct Custodial Services Agreement dated March 26, 1992 (the "**Agreement**"); and
- (B) The intention of the parties is to create first priority senior rights in favour of the Custodian over the Collateral (as defined below) in each jurisdiction where services are provided.

IT IS AGREED as follows:

1. INTERPRETATION.

- 1.1 For the purposes of this Agreement:

"**Collateral**" means: (i) cash held in any cash account with any Custodian; (ii) Securities or other assets held by any Custodian; and (iii) rights in respect of transactions in Securities in conjunction services provided by any Custodian; and

"**Secured Obligations**" means: (i) all obligations of the Client to reimburse the Custodian in respect of Irrevocable Commitments; and (ii) all other present and future obligations of the Client to repay the Custodian including, but not limited to, daylight and overnight overdraft lines and reversals of provisional credits.

- 1.2 This Deed supplements and is a Schedule to the Agreement. The terms of this Deed shall prevail in the event of any conflict between this Deed and the Agreement. Terms not otherwise defined shall have the meaning given to them in the Agreement.
- 1.3 The security interest and right of set-off provided in this Deed shall not apply to any account and cash or Securities held therein if the account is identified as for the benefit of customers of the Client except for custody fees and administration expenses in connection with the account.

- 2. REIMBURSEMENT.** In carrying out Instructions of the Client to clear and/or settle transactions under the Agreement the Custodian may incur irrevocable commitments to pay for or deliver Securities ("Irrevocable Commitments"), and the Client shall reimburse the Custodian in respect of Irrevocable Commitments and any costs incurred in providing services under the Agreement. The Client's reimbursement obligation shall arise when Irrevocable Commitments are incurred, regardless of their maturity.

3. OWNERSHIP OF PURCHASED SECURITIES.

- 3.1 Ownership of purchased Securities will be transferred to the Client by the Custodian only upon the Client's reimbursement with finality of all Secured Obligations which relate to the purchase transaction. Until such reimbursement has been made any credit to the Client of Securities in relation to the transaction may be reversed at any time without notice.
- 3.2 To the extent required by applicable law, Securities in respect of which ownership has not passed to the Client are excluded from the security interests created by this Deed.

4. SECURITY INTEREST.

4.1 As continuing security for the proper payment and discharge in full of the Secured Obligations, the Client hereby grants a first fixed security interest (or an equivalent interest under the governing law of the Agreement) over all rights it has or may have now or in the future in respect of the Collateral.

4.2 The Custodian and the Bank will only be obliged to release Collateral to the Client if there are no outstanding or contingent Secured Obligations.

4.3 This security interest is created in favour of the Custodian and the Bank as agent for each Custodian.

4.4 Each Custodian and the Bank have the benefit of all of the Collateral whether held by it or another Custodian appointed in another jurisdiction under the Agreement.

5. **SET-OFF.** Without limiting the foregoing security interest and to the extent permitted by applicable law, the Custodian may, without prior notice to the Client, set off any payment obligation or the value of any delivery obligation owed to it by the Client against any such obligations (whether or not matured) owed by it to the Client, regardless of the place of payment, delivery and/or currency of either obligation (and for such purposes may make any currency conversion necessary). If any obligation is unliquidated or unascertained, the Custodian may set off an amount estimated by it in good faith to be the amount of that obligation.

6. **FURTHER ASSURANCES.** The Client agrees from time to time promptly to execute all such instruments and to take all such action as the Custodian or the Bank may reasonably specify in order to: (a) perfect any security interest granted or intended to be granted in connection with the relationship between the parties; and (b) to enable the Custodian or the Bank to exercise and enforce its rights and remedies.

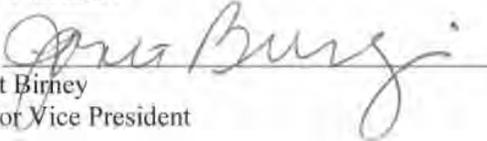
7. **REMEDIES.** If the Client: (i) fails to reimburse the Custodian in respect of any Secured Obligation; or (ii) is dissolved or becomes the subject of formal insolvency proceedings in any jurisdiction, or any step is taken against the Client to initiate insolvency proceedings in any jurisdiction, the Custodian or the Bank may, without notice to the Client except as required by law and at any time: (x) appropriate and apply all or any part of the Collateral against Secured Obligations; (y) sell all or any part of the Collateral; and (z) exercise in respect of the Collateral all the rights and remedies of a secured party on default under any applicable law.

8. **EXPENSES.** The Client will upon demand pay to the Custodian or the Bank any reasonable expenses it may incur in connection with this Deed, including reasonable legal fees.

9. **POWER OF ATTORNEY.** As security for the performance of its obligations to the Custodian, the Client hereby appoints each Custodian and the Bank the Client's attorney in fact, with full authority in the place of the Client and in the name of the Client to perform or cause performance of this Deed.

10. **GOVERNING LAW AND JURISDICTION.** This Amendment is subject to the same governing law and jurisdiction as the Agreement to which it relates.

Signed by and on behalf of **CITIBANK, N.A.**
acting for itself and as authorized signer on behalf of
each Custodian

By: 
Janet Birney
Senior Vice President

Signed and delivered by Lehman Brothers Inc.
(as a Deed where governed by English law)

By: 
Julie Boyle
Senior Vice President