

CONDITIONAL TRANSACTIONS PROTOCOL AGREEMENT

Each of the undersigned parties (each an "Adhering Party") has become a signatory to this Conditional Transactions Protocol Agreement (this "Protocol Agreement"), on the date specified on the signature page hereof, for the purpose of incorporating certain terms described below into one or more Covered Derivative Transactions (as such term is defined below).

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Adhering Parties agree as follows:

1. Definitions.

"Affiliate" means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Confirmation" means with respect to a Derivative Transaction the relevant Confirmation as defined in the ISDA Master Agreement or, if the relevant Derivative Transaction is not subject to an ISDA Master Agreement, the documents and other confirming evidence exchanged between the Adhering Parties confirming such Derivative Transaction.

"Covered Derivative Transaction" means a Derivative Transaction (x) to which each of the counterparties is an Adhering Party and (y) which expressly indicates in the Confirmation documenting such Derivative Transaction (including by means of indication in an electronic record field incorporated into a master confirmation or similar document) that such Derivative Transaction is being entered into subject to this Protocol Agreement (which may be referred to for such purpose as the "Lehman Effectiveness Protocol"). Subject to the foregoing, a Derivative Transaction may constitute a Covered Derivative Transaction even if one or more other parties which are not Adhering Parties is party to such Derivative Transaction in a capacity as credit support provider, agent or broker for an Adhering Party, Affiliate of an Adhering Party or otherwise. A "Covered Derivative Transaction" shall include any cash market transaction associated with a Covered Derivative Transaction, even though the associated cash market transaction would not otherwise meet the requirement of the definition of Covered Derivative Transaction; provided, however, that the initiator of a cash market transaction shall have the burden of showing that such cash market transaction was associated with a Covered Derivative Transaction.

"Derivative Transaction" means a transaction which (i) is a put, call, cap, floor, collar, or similar option of any kind for the purchase or sale of, or based on the value of, one or more interest or other rates, currencies, commodities, indices, quantitative measures, or other financial or economic interests or property of any kind; (ii) is an interest rate swap, including a rate floor, rate cap, rate collar, cross-currency rate swap, basis swap, currency swap, equity index swap, equity swap, debt index swap, debt swap, credit spread, credit default swap, credit swap, weather

swap, or commodity swap; (iii) provides for the purchase or sale, on a fixed or contingent basis, of any commodity, currency, instrument, interest, right, service, good, article, or property of any kind; or (iv) is otherwise identified by agreement between two Adhering Parties as a Derivative Transaction for purposes of this Protocol Agreement.

“Effectiveness Condition” means that an LBH Bankruptcy Event occurs at or prior to the Expiration Time on the Expiration Date. For the avoidance of doubt, the Expiration Date and Expiration Time shall not be subject to any adjustments that may otherwise be applicable under a Covered Derivative Transaction for dates which are not business days, open and close of business within a business day, or similar matters.

“Expiration Date” means September 14, 2008.

“Expiration Time” means 11:59 pm, New York City time.

“ISDA Master Agreement” means any of the following: (i) the ISDA 2002 Master Agreement; (ii) the 1992 ISDA Master Agreement (Multicurrency – Cross Border); (iii) the 1992 ISDA Master Agreement (Local Currency – Single Jurisdiction); (iv) the 1987 ISDA Interest Rate and Currency Exchange Agreement; and (v) the 1987 ISDA Interest Rate Swap Agreement.

“LBH Bankruptcy Event” means that Lehman Brothers Holdings Inc., a Delaware corporation (“LBHI”) (A) institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, and such proceeding instituted against it results prior to the Expiration Time in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation.

“Master Agreement” means an ISDA Master Agreement or other master agreement pursuant to which one or more Derivative Transactions may be documented between Adhering Parties on the basis that multiple transactions are expressed to form part of a single agreement.

2. Effectiveness Condition

(a) Notwithstanding any terms to the contrary in the Master Agreement or Confirmation for a Covered Derivative Transaction, each Covered Derivative Transaction shall become effective between the parties thereto only upon and subject to the occurrence of the Effectiveness Condition. If the Effectiveness Condition occurs, each Covered Derivative Transaction will become effective with an “effective date” for all payment accruals under such Covered Derivative Transaction being deemed to occur on the Expiration Date (or if such date is not a “business day” for purposes of the applicable business day convention under the Covered Derivative Transaction, the “effective date” for such Covered Derivative Transaction will be deemed to occur on the next following business day). For the avoidance of doubt, such condition to the effectiveness of each Covered Derivative Transaction shall apply irrespective of any stated

“trade date,” “effective date” or similar term in the Confirmation for such Covered Derivative Transaction.

(b) If the Effectiveness Condition fails to be satisfied, no Adhering Party shall have any liability of any kind to the other Adhering Party in relation to any Covered Derivative Transaction, whether under the relevant Master Agreement or on the basis of reliance, quasi-contract or similar grounds.

(c) Nothing in this Protocol Agreement shall restrict or constrain the right of any Adhering Party or its Affiliates from taking, or determining not to take, in such Adhering Party’s or Affiliate’s sole discretion, any action that may result directly or indirectly in the Effectiveness Condition being satisfied or failing to be satisfied.

(d) No Adhering Party shall be responsible for giving notice to any other Adhering Party that the Effectiveness Condition has occurred or failed to occur.

3. Representations

In addition to and without limitation of any representations made or deemed made by any Adhering Party to another in connection with any Covered Derivative Transaction, each Adhering Party represents to each other Adhering Party as of the date hereof that:

(a) It is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(b) It has the power to execute and deliver this Protocol Agreement and to perform its obligations hereunder, and has taken all necessary action to authorize such execution, delivery and performance;

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) All governmental and other consents that are required to have been obtained by it with respect to this Protocol Agreement, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(e) This Protocol Agreement, constitutes its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(f) It is entering into each Covered Derivative Transaction (and any associated cash market transaction) subject to this Protocol Agreement for the purpose of reducing its or its customers' risks in connection with transactions entered into with LBHI or an Affiliate of LBHI on or prior to September 12, 2008.

4. Amendments; Expiration; Renewal.

(a) Except as set forth in (b) below, no amendment, modification or waiver in respect of this Protocol Agreement will be effective unless in writing (including a writing evidenced by a facsimile or PDF or similar electronic format transmission) and executed by each of the Adhering Parties.

(b) Any two Adhering Parties may amend, modify or waive the manner in which this Protocol Agreement affects one or more Covered Derivatives Transactions, solely as between such Adhering Parties, without the consent of the other parties hereto. Any such amendment, modification or waiver in respect of the matters contemplated by this Protocol Agreement will only be effective if made in accordance with the terms of the relevant Master Agreement and then only with effect between the parties to that Master Agreement (and will only be effective to amend or override the provisions contained in this Protocol Agreement if it expressly refers in writing to this Section of this Protocol Agreement and would otherwise be effective in accordance with the Master Agreement).

(c) If the Effectiveness Condition is not satisfied, this Protocol Agreement will expire at the Expiration Time on the Expiration Date. This Protocol Agreement may be renewed by some or all of the Adhering Parties with respect to a revised Expiration Date and/or Expiration Time, in their sole discretion, by delivery of an updated counterpart signature page hereto specifying such revised Expiration Date and/or Expiration Time (a "Counterpart Renewal Agreement"). References to this Protocol Agreement as renewed in any Confirmation shall refer to the renewed date of the Protocol Agreement.

5. Governing Law.

This Protocol Agreement, and the application of the Effectiveness Condition to any Covered Derivative Transaction in accordance herewith, shall be governed by and construed in accordance with the internal laws of the State of New York. Each Covered Derivative Transaction shall in all other respects continue to be governed by the governing law applicable to it under the relevant Master Agreement or Confirmation.

6. Non-Reliance

(a) Each Adhering Party acknowledges that in entering into this Protocol Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided elsewhere in this Protocol Agreement) from any other Adhering Party, including without limitation in relation to whether or not the Effectiveness Condition is likely to be satisfied.

(b) Without limitation of (a), each Adhering Party acknowledges and agrees that any other Adhering Party and its Affiliates may on the date hereof or at any time thereafter, be in possession of information in relation to LBHI or its Affiliates that is or may be material in the context of this Agreement and that may or may not be publicly available or known to the other party, and this Agreement does not create any obligation on the part of such Adhering Party or its Affiliates to disclose to any other party any such information (whether or not confidential).

7. Miscellaneous

(a) This Protocol Agreement constitutes the entire agreement and understanding of the Adhering Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) This Protocol Agreement will be deemed incorporated into and form part of the Confirmation for each Covered Derivative Transaction.

(c) The obligations of the parties under this Protocol Agreement will survive the termination of any Covered Derivative Transaction.

(d) This Protocol Agreement (and each amendment, modification and waiver in respect of it or renewal thereof) may be executed and delivered in counterparts (including by facsimile or PDF or similar electronic format transmission), each of which will be deemed an original.

(e) A failure or delay in exercising any right, power or privilege in respect of this Protocol Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(f) The headings used in this Protocol Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Protocol Agreement.

(g) The entry into this Protocol Agreement shall not constitute a commitment or any other promise to enter into any Covered Derivative Transaction subject to this Protocol Agreement.

IN WITNESS WHEREOF the undersigned Adhering Party has executed this counterpart document on September 14, 2008, or in the case of a Counterpart Renewal Agreement, on the Renewal Date specified below. The signature of the Adhering Party shall also be the signature of all of its Affiliates, as if those Affiliates had executed this Protocol Agreement.

(Name of Adhering Party)

By: _____

Name:

Title:

Date:

If delivered as a Counterpart Renewal Agreement:

Renewal Date:

Expiration Date:

Expiration Time: