

SUMMARY OF CERTAIN TERMS OF THE NEW YORK TRANSACTION COMMITMENT LETTER (the “Agreement”).¹

Defined terms not otherwise defined herein have the meaning given to them in the Summary of Certain Material Commercial Terms of Economic Interests, Funding and Transfers.

Definitions	<p>“Commitment Period” means the period starting on and including the date of the Agreement and ending on the Termination Date.</p> <p>“Parties” means the Funds and LBHI.</p> <p>“Termination Date” means the date on which the Commitment Period terminates, as set out under "Termination" below.</p> <p>“Transaction” means the transactions agreed by the Parties relating to the pooling of and/or participation in certain claims and rights against LBIE and the formation of the corporate governance structure, substantially in the form of, and in accordance with, and in all material and substantive respects, on the terms set out in the Term Sheet.</p>
Covenants	<p>During the Commitment Period, each Party undertakes to finalize the transaction documentation and implement the Transaction (including any required amendments thereto pursuant to a restructuring, to the extent required for tax or regulatory reasons, that will result in the Parties receiving the same economic benefits) as soon as practicable, and that it will not take, assist, encourage, support or procure that any other person take, assist, encourage or support any action that would or would be reasonably likely to delay, impede, frustrate or preclude implementation of the Transaction (or a restructuring, to the extent required).</p> <p>The Parties have agreed that the other Parties shall each be entitled to enforce any provision of the Agreement by a decree of specific performance (and be entitled to temporary, preliminary and permanent injunctive relief to prevent any breach thereof).</p>
Exclusivity	<p>LBHI agrees that it shall not, and shall cause its agents, directors, employees, officers, members, representatives, affiliates (to the extent that it has direct or indirect control), and any other person acting on its behalf not to, directly or indirectly, solicit, negotiate with respect to, initiate, encourage, facilitate, or accept or entertain any offers, or proposals from any party, other than both Funds (or both of the Funds and LBHI2 in connection with the Transaction), relating to the Transaction (or any restructuring) or any similar transaction involving any transfer, sale or conveyance (directly or indirectly) of all or any part of the LBHI2 Contribution or any assets subject to the Transaction (or any restructuring) and shall promptly advise each of the Funds of any offer or proposal relating to a competing transaction that may be received to the extent such offer proposal is credible, including the terms of the offer or proposal and the identity of the party making the offer or proposal and such other information as any of the Funds may reasonably request.</p>
Transfer Restrictions	<p>During the Commitment Period, subject to certain limited exceptions, neither the Funds</p>

¹ This summary is qualified in its entirety by the terms and conditions of the Agreement and is intended to be used for information purposes only and shall not in any way affect the meaning or interpretation of Agreement. The terms of the Agreement control to the extent that there is any conflict or inconsistency between the summary and said terms. This summary is published for information purposes only and should not be relied upon for any purpose. This summary shall be inadmissible as parole evidence in any suit, action or proceeding that may arise out of or in connection with the Agreement.

	nor any of their Affiliates shall transfer (by way of assignment, participation, sub-participation, or otherwise) any LBIE claims to any third party.
Termination	The Commitment Period and the rights and obligations of the Parties under the Agreement will terminate on 31 January 2014, subject to extension to 28 February 2014 in certain circumstances, and earlier termination in the event of a default by a Party (subject to cure periods) or the occurrence of the Effective Date.
Confidentiality	<p>No public announcement or disclosure regarding the Transaction may be made by any Party, provided that:</p> <ul style="list-style-type: none"> (a) notwithstanding the terms of any confidentiality agreement applicable to a Party, (x) any Party may disclose the information set out in this summary and the Summary of Material Commercial Terms of Economics, Funding And Transfers (together “Disclosable Information”), and (y) LBHI may discuss the Disclosable Information with parties in interest in its chapter 11 cases; and (b) a Party may make an announcement or disclosure (x) to its professional advisers or (y) if required by applicable law, a court of competent jurisdiction, regulation or a governmental agency or, in the case of the LBHI2 Administrators, in accordance with their duties as insolvency office holders of LBHI2 following, where possible, consultation with the other Parties. <p>Except as otherwise set forth above, confidentiality agreements applicable to the Parties will continue to apply.</p>
UK Commitment Letter	At the same time that the Parties enter into the Agreement, they will enter into a commitment letter with LBHI2 that is governed by English law (the “ UK Commitment Letter ”). The UK Commitment Letter creates obligations of the Parties and LBHI2 to finalize the transaction documentation and implement the Transaction described in the Term Sheet. It does not impose any additional material obligations on LBHI beyond what is already provided in the Agreement. ²
Governing Law	New York law.

² This is not intended to describe all of the material terms of the UK Commitment Letter as it relates to LBHI2.