AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING — PAGE OF PAGES 1 / 1

2. CONTRACT (Proc. Inst. Ident.) NO. [illegible]

3. EFFECTIVE DATE: 08/06/2010

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY — CODE: PSD

Procurement Services Division
Department of the Treasury
[illegible] New York Avenue, N.W.
Washington DC 20[illegible]

6. ADMINISTERED BY (If other than Item 5) — CODE: OFS

OFS
DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVE., N.W.
WASHINGTON DC 20220

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

CADWALADER WICKERSHAM & TAFT LLP
[illegible] WORLD FINANCIAL CENTER
NEW YORK NY 10281-0004

CODE: [illegible] — FACILITY CODE:

8. DELIVERY: FOB ORIGIN — X OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN — ITEM

11. SHIP TO/MARK FOR — CODE:

12. PAYMENT WILL BE MADE BY — CODE: ARC/ASD/OFS

ARC/ASD/OFS
ARC/ASD/OFS, AVERY 3G
P.O. BOX 1328
PARKERSBURG WV 26106-1328

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
10 U.S.C. 2304 (c) ( ) 41 U.S.C. 253 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA: See Schedule

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT: $0.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	4
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	4		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number TOFS-[illegible] including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print): John J. Rapisardi, Co-Chair Financial Restructuring + Partner

20A. NAME OF CONTRACTING OFFICER: JOSHUA F. GALICKI

19B. NAME OF CONTRACTOR: John J. Rapisardi (Signature of person authorized to sign)

19C. DATE SIGNED: 7/30/10

20B. UNITED STATES OF AMERICA — BY: John F. Galicki (Signature of the Contracting Officer)

20C. DATE SIGNED: 8/6/2010

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STANDARD FORM 26 (Rev. 4/2008)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The period of performance for this contract is as follows: Base Period: August 6, 2010 through August 5, 2011 Option Period 1: August 6, 2011 through August 5, 2012 Option Period 2: August 6, 2012 through August 5, 2013 Option Period 3: August 6, 2013 through August 5, 2014 Option Period 4: August 6, 2014 through August 5, 2015 FOB: Destination Period of Performance: 08/06/2010 to 08/05/2015				
0001	Base Period - Legal Services				0.00
0002	Option Period 1 - Legal Services				0.00
0003	Option Period 2 - Legal Services				0.00
0004	Option Period 3 - Legal Services				0.00
0005	Option Period 4 - Legal Services				0.00
	The total amount of award: $0.00. The obligation for this award is shown in box 15G.				

SECTION B -- SUPPLIES OR SERVICES PRICES

B.1 Maximum and Minimum Contract Value

The guaranteed minimum dollar value of this contract is [redacted]. The maximum total value of all orders placed under all contracts awarded under RFP TOFS-09-S-0011 will be [redacted]

B.2 Task Orders

Task orders awarded pursuant to this contract will be Fixed Price, Time and Materials, or Labor Hour, as specified in the order. The following ceiling labor rates shall be observed for all Time and Materials and Labor Hour task orders for each period of performance:

Base Year

Labor Category	Full Burdened Labor Rates
Partner	[redacted]
Of Counsel	[redacted]
Associate	[redacted]
Paralegal	[redacted]

Option Year 1

Labor Category	Full Burdened Labor Rates
Partner	[redacted]
Of Counsel	[redacted]
Associate	[redacted]
Paralegal	[redacted]

Option Year 2

Labor Category	Full Burdened Labor Rates
Partner	[redacted]
Of Counsel	[redacted]
Associate	[redacted]
Paralegal	[redacted]

Option Year 3

Labor Category	Full Burdened Labor Rates
Partner	[redacted]
Of Counsel	[redacted]
Associate	[redacted]

Paralegal	

Option Year 4

Labor Category	Full Burdened Labor Rates
Partner	
Of Counsel	
Associate	
Paralegal	

B.3 Travel

a) Travel expenses shall only be applicable to orders performed on a Labor Hour or Time and Materials basis. The prices of all task orders issued on a Firm Fixed Price basis shall be inclusive of any travel.

b) For Labor Hour and Time and Materials task orders, any approved non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftr.

c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel, which will not be subject to reimbursement, are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

d) Except for travel conducted under Firm Fixed Price task orders, all travel shall be approved in writing by the Contracting Officer or Contracting Officer Technical Representative prior to the occurrence of the travel.

SECTION C -- STATEMENT OF WORK

C.1 BACKGROUND

The Emergency Economic Stabilization Act of 2008 ("the Act"), passed by Congress and signed by the President on October 3, 2008, was enacted to address a serious financial crisis in the United States. The Act provides authority to the Secretary of the Department of the Treasury (Treasury) to purchase and insure certain types of troubled assets to restore stability and liquidity to the financial system of the United States. The Act requires the Secretary to establish an Office of Financial Stability (OFS) in the Treasury to implement the "Troubled Assets Relief Program" (TARP) and other programs under the Act. Current programs include Unlocking Credit for Small Businesses, Capital Assistance Program (CAP), Making Home Affordable, Capital Purchase Program (CPP), Targeted Investment Program, Systemically Significant Failing Institutions, Automotive Industry Financing Program, and Consumer and Business Lending Initiative (TALF). Information on these and emerging programs are available on the U.S. Department of the Treasury web site at: http://www.treas.gov/initiatives/eesa/.

The Treasury Office of the General Counsel (OGC) supports OFS in the design and implementation of programs. OGC provides legal advice to OFS in connection with the purchase and insuring of certain types of troubled assets to further the Act's purpose of restoring stability and liquidity to the financial system. In addition to existing in-house expertise, OGC requires a broad range of legal services from outside counsel to support the activities of OFS and Treasury in support of economic recovery efforts. Treasury has entered into multiple indefinite-delivery, indefinite-quantity (ID/IQ) contracts for the legal services necessary to implement the programs authorized by the Act. Because of the extremely complex nature of the mission of OFS and Treasury, Treasury must be able to contract for a wide variety of legal services.

C.2 OBJECTIVE

Treasury has awarded multiple ID/IQ contracts for legal services to firms with the demonstrated ability to support Treasury's legal requirements as defined in this Statement of Work.

C.3 SCOPE

This requirement is for legal support for structuring, implementing, managing, and disposing of troubled assets under the Act, and for similar activities with respect to related, as well as any future, legislation.

C.4 LEGAL SERVICES

Contractor shall perform legal services for the Treasury. The legal services shall include, but are not limited to, the following subject areas:

1. Equity Investments
    - Investments in public entities
    - Private equity transactions

- Asset purchases and divestitures

2. Debt Transactions
   - Secured lending transactions
   - Subordinated debt
   - Loan restructuring
   - Loan syndication and trading
3. Bankruptcy
   - Debtor-in-possession financing
   - General bankruptcy advice including analysis of claims relating to existing OFS programs
4. Real Estate
   - Mortgages, mortgage renegotiations and foreclosures, including attorneys licensed in the relevant jurisdictions
   - Investments in mortgage-related assets
5. Structured Products
   - Asset-backed securities
   - Structured finance
   - Financial and derivative products
6. Regulatory
   - Regulation of Banks and Bank Holding Companies
   - Regulation of Investment Advisers and Broker/Dealers
   - Tax analysis related to investments in entities that are not C-Corporations under the Internal Revenue Code

In an effort to give contractors more information about the work anticipated under this contract, Attachment J-1 ("Subject Area Examples") illustrates some of the areas in which Treasury has requested legal support through previous procurements and may require future legal support in connection with transactions under the Act, or under future legislation that may authorize additional Treasury and OFS activities or programs.

Please note: The descriptions in Attachment J-1 generally correspond with existing or planned programs under the Act. However, subsequent Executive decisions or Legislative actions may change the specific programs implemented and the work required under this Contract.

Please see Attachment J-1 for further information.

C.5 INFORMATION COMMON TO ALL TASK AREAS

All deliverables must comply with all applicable laws and regulations. Without limiting the generality of the foregoing, all deliverables hereunder shall fully comply with the terms, conditions, and requirements of the Act.

SECTION D -- PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE & FEES

All postage and fees related to submitting information, including forms, reports, submittals, etc., to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 PACKAGING & MARKING

a) All information submitted to the CO or the COTR shall clearly indicate the contract number and/or task order number for which the information is being submitted.

b) All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, task order number (if any), description of contents, and contractor's name.

SECTION E -- INSPECTION & ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE CRITERIA

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.

b. The basis for acceptance shall be in compliance with the requirements set forth in the orders and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. In addition, the full text of a clause may be accessed electronically at http://www.arnet.gov.

CLAUSE	TITLE AND DATE
52.246-4	Inspection of Services—Fixed-Price (AUG 1996)
52.246-6	Inspection -- Time-and-Material & Labor-Hour (MAY 2001)

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR'S PROPOSAL

The Contractor's proposal dated 30 April 2010 is incorporated into the contract by reference.

G.2 ORDER PRICING

The Treasury will order work within the scope of this contract on a Fixed Price, Time and Materials, or Labor Hour basis, as specified in individual Task Orders.

G.2.1 OTHER DIRECT COSTS (TIME AND MATERIALS TASK ORDERS ONLY).

For task orders priced on a Time and Materials basis, the Contractor will be reimbursed only for the types of disbursements, expenses and charges designated as reimbursable below. Moreover, any reimbursement will be limited to actual costs incurred by the Contractor that are necessary to effect the legal actions under this contract and that are not accounted for as overhead costs in the Contractor's fixed labor rates. All invoices shall be fully documented by including receipts evidencing payment by the contractor and shall identify the action with which the expenditure is connected.

Treasury will reimburse:

- Court costs;
- Filing fees;
- Recording fees;
- To the extent authorized in writing in advance by the COTR, charges associated with Certified, Express, and related mail costs customary to the nature of the action that are required for expedited processing or are required by law;
- Non-local travel provided it is in accordance with Clause B.3 of the contract and the Federal Travel Regulations;
- Long distance telephone charges and conference calls (for voice, fax or data);
- Photocopy, binding, and printing services;
- Outside messenger services; and
- Westlaw and Lexis charges that are customary to the nature of the action.

Treasury will not pay for markups or surcharges added by a law firm to the items listed above.

Treasury will not reimburse:

- Word processing charges;
- Overtime charges;
- Secretarial/clerical charges, except with regard to labor hour charges for hours performed under the Legal Assistant labor category in the contract;
- Fax communication charges (except long distance telephone charges);
- Local travel costs, including car service;

- Local telephone charges;
- Local meal costs;
- Entertainment expenses;
- Books or subscription charges;
- Membership fees;
- Costs of office supplies;
- Storage charges; or
- Costs associated with a lease or purchase of equipment or office space.

G.3 KEY PERSONNEL

The persons listed below will be assigned the responsibility for success of the work products. These individuals shall be in responsible positions so as to allocate and control personnel. The below listed individuals are designated as "Key Personnel":

Equity Investments
Key Personnel: Louis J. Bevilacqua, Ronald Hopkinson, Geoffrey Levin, Gregory P. Patti

Debt Transactions
Key Personnel: Julian Chung, Steven Cohen, Stewart Kagan, Christopher McDermott

Bankruptcy
Key Personnel: John J. Rapisardi, George E. Davis, Mark C. Ellenberg, Peter M. Friedman, Douglas S. Mintz

Real Estate
Key Personnel: James Carroll, Michael Gambro, Steven Herman, Patrick Quinn

Structured Products
Key Personnel: Stuart Goldstein, Gregg Jubin, Richard Schetman, Lary Stromfeld

Regulatory (including tax)
Key Personnel: Maurine Bartlett, Steven Lofchie, David Miller, Linda Swartz

G.4 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

(a) The Contracting Officer's Technical Representative/Project Officer is:

NAME: Stacey Holland
ADDRESS: Office of Financial Stability
1801 L Street, N.W.
Washington, DC
PHONE: 202-622-7384

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
(2) constitutes a change as defined in the clause entitled "Changes";
(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.5 ORDERING PROCEDURES

Work will commence under this contract only through the issuance of task orders. Subject to the exceptions set forth at FAR 16.505(b)(2), task orders over $3,000.00 will be issued in compliance with the Fair Opportunity Procedures in FAR 16.505(b)(1), and in accordance with the procedures outlined in this section.

Treasury has awarded contracts to qualified small businesses in response to RFP TOFS-09-S-0011. These small businesses will be considered as part of the fair opportunity process as required by the Small Business Act and FAR Subpart 19.5. Should two or more small businesses receive base contract awards, the "rule of two" will apply. This rule will govern whether task order requirements are set-aside for small businesses. A task order will be set-aside for small

business if the Contracting Officer (CO) determines that there is a reasonable expectation that (1) offers to perform a specific task order will be received from two or more small businesses that are capable of performing and do not appear, based on proposals received in response to RFP TOFS-09-S-0011 or other information received from the contractor, to have a conflict of interest as defined by Rules 1.7—1.11 of the ABA's Model Rules of Professional Conduct, and (2) award will be made at a fair market price. The CO will utilize all available information in making the set-aside determination, including the proposals submitted by small businesses in response to RFP TOFS-09-S-0011. Should the CO determine that further information is necessary, capability statements may be requested from small businesses who hold contracts.

The following ordering process will be used to issue task orders:

- For all task orders with an estimated value of over $3,000.00, the CO will apply the "rule of two" and determine whether the task order should be set aside for small business.

- The CO will review the contract technical proposals that were submitted in response to RFP TOFS-09-S-0011 and any subsequent information submitted from contractors and identify the firms that have expertise in the area(s) relevant to the task order requirement.

- The CO will review all available conflict of interest information concerning the identified firms and will eliminate those that have conflicts that would prevent or significantly hinder task order performance. The CO may at any time request from a contractor information concerning conflicts of interest, regardless of whether an RFQ has been or will be issued for a specific requirement.

- The CO will calculate an evaluated price for each of the remaining firms by applying the each contractor's established labor rates to the estimated hours required for the task order.

- Depending on the nature and urgency of the task order requirement, the CO may: (a) negotiate a task order with the identified firm with the lowest evaluated price, or (b) issue an RFQ to two or more identified firms with the lowest evaluated prices, seeking additional technical information and any proposed price discounts as well as specifying any additional evaluation criteria.

This ordering process is designed to provide Treasury with the ability to issue task orders to firms in their areas of expertise with the highest possible efficiency, while complying with small business requirements and fair opportunity procedures. The CO will make use of the information submitted in response to RFP TOFS-09-S-0011, information learned throughout life of the contract, and information submitted to the CO by contractors. The CO may, in the CO's sole discretion, request additional information from contractors or issue an RFQ as discussed above. Contractors are encouraged to regularly provide updated information about their capabilities, conflicts of interest, and discounts offered (if the firm desires to further discount their rates from what is in their contract) in order to maximize Treasury's consideration of such firms.

Nothing in these ordering procedures shall limit the ability of Treasury to issue task orders directly to a firm should one of the statutory exceptions to the fair opportunity process apply. These exceptions can be found in FAR 16.505(b)(2).

In accordance with 41 U.S.C. § 253j and FAR 16.505(b)(5), Treasury has designated the following "Task and Delivery Order Ombudsman" to review any concerns or complaints raised by contractors about the fair opportunity process under this procurement:

Thomas A. Sharpe, Jr.
Senior Procurement Executive
Office of the Procurement Executive

G.6 CONTENTS OF TASK ORDERS

Government awarded Task Orders (TO) will include the following (as applicable):

(a) Contract and Task Order Number;

(b) Responsible Treasury Organization for the TO and TO Point of Contact's e-mail address and phone number;

(c) Government officials' (e.g., cognizant CO and TO COTR) contact information;

(d) Total TO Price (and identify funding by increment or fully funded);

(e) Obligated funding amount(s) and applicable Accounting Codes(s);

(f) TO resources table (including labor categories, fully loaded labor rates, number of labor hours, and total labor cost);

(g) Period of performance;

(h) Place of Performance;

(i) Performance Work Statement (PWS) or Statement of Work (SOW) with deliverables;

(j) Applicable performance and performance metrics detail;

(k) Special Requirements/Relevant Information (e.g., waivers);

(l) Government - furnished Property, if any, to be furnished to the contractor;

(m) TO work schedule as applicable;

(n) Key/essential TO personnel; and/or

(o) Payment Office information.

G.7 INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted electronically to the following address: OFS@bpd.treas.gov.

(b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.

(c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.

(d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to, project name and number, invoice number, percentage complete, original contract amount, modification amounts, retainage amount and percent cumulative, labor categories, labor hours worked per labor category, labor rate, value of work in place, contractor's name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 Non-Disclosure

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontractors' employees ("Contractor") will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of the contract or task order for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department (Treasury) under this contract in a secure location with access limited to only those personnel with a "need to know." Notwithstanding any other language contained herein, the Contractor shall comply with 31 C.F.R. § 31.217, including the requirement that the Contractor obtain a certification from each "management official" and "key individual" performing work under the contract or task order, as those terms are defined in 31 C.F.R. § 31.201, stating that he or she will comply with the requirements of section 31.217(b). The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract and then annually thereafter.

H.2 Key Personnel

During the contract performance period, any substitution or replacement of key personnel must first be proposed by the Contractor and authorized by the Contracting Officer.

H.3 Cooperation with Other Organizations

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury determines it to be in the best interest of the Government.

H.4 Labor Rates

Labor provided under this contract and its task orders shall be billed at the same or lower labor rates and shall use the same labor categories provided in Section B.2 of this contract. Labor rates billed by a contractor under this contract may not exceed those set forth in Section B.2 of this contract.

H.5 Conflicts of Interest

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7-1.11 of the ABA's Model Rules of Professional Conduct, the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, Contractor agrees that its future relationship with Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and

procedures that may be issued by Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008 (EESA).

(b) Prior to the execution of any revision to this contract or any task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the ABA's Model Rules, the FAR, or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), including:

1. The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, which could conflict with the Contractor's obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects. Only after receiving this information will Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for Treasury in that specific matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this contract for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or, in appropriate cases (v) civil or criminal actions.

(d) It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent and/or advise any party other than the United States in any

matter that is the subject of a task order during the term of the contract and after the end of the contract; (2) not represent and/or advise any other parties with respect to matters directly related to, or matters that may have a direct effect on, a specific transaction that is the subject of a task order during the term of the contract; and (3) have all attorneys/professional staff assigned to work under this contract receive conflicts training in consultation with the EESA Compliance Office. It is, however, understood that the Contractor may represent clients who seek to engage in a transaction with Treasury under other programs in support of the EESA. Further, the Contractor shall enter into and enforce agreements with all attorneys/professional staff assigned to work under this contract or task order prohibiting such attorneys/professional staff from representing and/or advising any other party regarding a specific matter that is the subject of a task order under this contract during the term of this contract and for six months thereafter.

(f) No later than 10 business days after the effective date of the contract, or any new task order under the contract or any revision to this contract's or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by Treasury. Contractor agrees not to permit any such individual to perform work under this contract or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

(g) Pursuant to 31 C.F.R. §31.216(b), before the Contractor accepts a task order, or a modification to this contract, the Contractor shall certify to the following:

(1) The Contractor is aware of the prohibitions of paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. §31.216.

(2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:

(a) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and

(b) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.

(h) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts entered into after the date hereof unless a waiver is requested from, and granted by, the Contracting Officer.

H.6 Public-Release Contract Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the United States Department of the Treasury (Treasury). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

SECTION I -- CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: http://www.acquisition.gov/far/

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30th
52.216-18	Ordering (OCT 1995) Fill-in: "date of contract award" to "12 months from contract award"
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.

52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (FEB 2007)
52.217-5	Evaluation of Options (JUL 1990)
52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008) – Alternate II (OCT 2001)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance—Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) Fill-in: 30th
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)

52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1997)
52.243-3	Changes—Time-and-Materials or Labor-Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.246-20	Warranty of Services (MAY 2001) Fill-in:_within 30 days from the date of acceptance by the Government
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004) Alternate IV (SEP 1996).
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)

I.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $5,000,000.00;
(2) Any order for a combination of items in excess of $5,000,000.00; or
(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding $5,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days after contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachments to Contract:

1. **Subject Area Examples** – In accordance with Section C.4 of this Contract, this attachment illustrates some of the areas in which Treasury has requested legal support through previous procurements and may require future legal support in connection with transactions under the Act, or under future legislation that may authorize additional OFS activities or programs.
2. **Subcontracting Plan**
3. **Initial Certification 31 CFR § 31.211**
4. **Initial Certification 31 CFR § 31.216**
5. **Monthly Contract Status Report** –This attachment is provided as a sample of an acceptable Monthly Contract Status Report. The Contractor shall use this sample or something substantially similar for monthly reporting.

ATTACHMENT J-1: SUBJECT AREA EXAMPLES

Example 1 Investment Transaction Legal Services

Contractor may be tasked to provide expertise and guidance in the formulation of equity investment structures and documentation including, but not limited to, co-investment accompanying private sector investment, government investment without private sector investment, asset purchases and other direct investments. Contractor would provide expertise and guidance in developing the form, structure, terms and conditions of equity transaction documentation. Contractors also may be tasked to handle closings of equity transactions for which they create documentation.

Example 2 Debt Transaction Legal Services

Contractor may be tasked to provide expertise and guidance in the formulation of debt transaction structures and documentation including, but not limited to, lending transactions, loan syndications, loan participations, whole-loan purchases and sales and other debt-related transactions. Contractor would provide expertise and guidance in developing the form, structure, terms and conditions of debt transaction documentation. Contractors also may be tasked to handle closings of debt transactions.

Example 3 Transaction-Closing Legal Services

Contractor may be tasked to assist Treasury in executing transactions under existing Treasury programs. In performing such work, Contractor may be responsible for (1) conducting any due diligence required for the transaction; (2) customizing form agreements to document the transaction; (3) reviewing executed agreements for legal sufficiency and completeness; (4) identifying insufficiencies or legal issues that require action before the transactions can be closed; (5) notifying and working with the institution and Treasury in resolving those issues; (6) conducting the closing of the transaction; and (7) handling any post-closing matters associated with transactions under the program. Contractor also may be tasked to handle redemptions and sales associated with transactions closed by the Contractor.

Example 4 Mortgage Loan Modification Legal Services

Contractor may be tasked to provide legal expertise and guidance in connection with the modification of mortgage loans in which Treasury has a direct or indirect interest. Contractors may be tasked to develop standard mortgage loan modification documentation for use in particular jurisdictions and to close mortgage loan modification transactions involving properties located in those jurisdictions. Because mortgage laws vary from jurisdiction to jurisdiction, each Contractor tasked to develop such documentation and close such transactions must have expertise in and be licensed to practice under the law of the jurisdictions in which the mortgaged properties assigned to the Contractor are located.

Example 5 Other Mortgage-Related Legal Services

Contractor may be tasked to provide legal expertise in the development and execution of programs for purchases and sales or guarantees of whole mortgage loans, mortgage-backed securities or other interests in debt secured by mortgages (collectively, "mortgage-related assets"). Such programs may involve commercial mortgage loans or residential mortgage loans or both. Any such programs may involve purchases or guarantees of mortgage-related assets directly or through an agent. Contractor would be responsible for providing legal advice and assistance with respect to (1) structuring TARP programs involving mortgage loans and establishing guidelines for such programs; (2) developing the form, structure, terms and conditions of legal documentation for such programs; (3) developing applicable external and internal guidance and communication; and (4) reviewing transaction documentation and closing-related transactions under such programs, including the issuance of any warrants that the Treasury is required to obtain in connection with such transactions. The Contractor may also be required, as determined necessary, to advise the Treasury on issues arising during the course of such programs and to represent Treasury in various capacities.

To perform the work described in this subsection, Contractor must have legal expertise regarding issues that may arise during the course of the Treasury's ownership of such mortgage-related assets, including, but not limited to, title issues, loan modifications and restructuring, late payments, prepayments, and foreclosures. Additionally, the Contractor must have legal expertise in all aspects of mortgage-related transactions as well as in securities transactions.

Example 6 Systemically Significant Institution Legal Services

Contractor may provide legal services, expertise, and guidance for possible Treasury loans to, investments in, or other transactions with systemically significant institutions. Services will include, but will not be limited to, (1) assistance in structuring transactions; (2) negotiating and drafting relevant documents such as investment agreements, debt agreements, security agreements and other documentation necessary to implement such transactions; (3) conducting legal due diligence; (4) closing such transactions; and (5) handling post-closing matters in connection with such transactions. Contractors will be tasked to handle transactions with particular institutions. In selecting a Contractor to handle a transaction with a particular institution, Treasury will consider, among other things, the Contractor's demonstrated expertise in the primary areas of regulatory law applicable to the institution.

Example 7 Asset-Backed Security Legal Services

Contractor may provide legal services, expertise, and guidance for one or more transactions involving direct or indirect Treasury investments in asset-backed securities other than those backed by mortgage loans ("ABS"). Such transactions may include, without limitation, Treasury purchases or guarantees of ABS, Treasury loans secured by ABS, or Treasury investments in entities purchase, guarantee or make loans secured by ABS. The legal services to be provided include, but are not limited to, assistance in structuring such transactions; negotiation and drafting of relevant transaction documents, including investment agreements, loan agreements,

security agreements or other documentation necessary to implement such transactions; creation and qualification of any special purpose entities needed for such transactions; closing of the transactions; and any post-closing assistance that Treasury requires in connection with such transactions.

Example 8 Claims and Bankruptcy Advice

The Contractor may be tasked to advise Treasury in connection with claims and bankruptcy issues, including analysis of assignments and claims relating to its loans, guarantees and investments authorized by the Act.

Example 9 Asset Management Legal Services

Contractor may provide legal services, expertise, and guidance for transactions involving direct or indirect Treasury investments in or loans to investment vehicles that are managed by third party investment managers. The legal services to be provided include, but are not limited to, assistance in structuring such transactions; negotiation and drafting of relevant transaction documents, including investment agreements, loan agreements, or other documentation necessary to implement such transactions; creation and qualification of any special purpose entities needed for such transactions; closing of the transactions; and any post-closing assistance that Treasury requires in connection with such transactions.

Attachment J-5: Contract Status Report

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

Contract Number
Enter Contract Number

Current Period of Performance (excluding options)
Enter Date from - to

Reporting Period Update

Contract cost summary (List the contract and each task order separately)

Current Contract Obligations: Enter value
Costs incurred through current reporting period: Enter value
Projected cost – next reporting period: Enter value
Remaining funds on contract/order: Enter value
Projected Cost at contract/order completion: Enter value

Are there any issues completing the contract within the schedule and available funds?
YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key activities during this reporting period.
Enter text

List transactions closed during this reporting period.
Enter text

Describe other significant accomplishments during this reporting period.
Click to enter text

Describe significant challenges during this reporting period.
Enter text

Contract Status Report (Continued)

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?
YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:
Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this contract.

Attachment B: List all contractor personnel that worked on this contract during the reporting period.