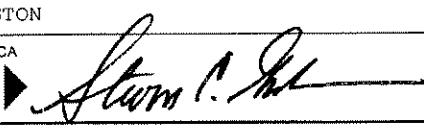


ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1	10
1. DATE OF ORDER 10/10/2008	2. CONTRACT NO. (If any) TOS09007		6. SHIP TO:				
3. ORDER NO. 0001		4. REQUISITION/REFERENCE NO. 09PR-TDP-057/A09-008	a. NAME OF CONSIGNEE TDP				
5. ISSUING OFFICE (Address correspondence to) DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220			b. STREET ADDRESS US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW				
7. TO:			c. CITY WASHINGTON d. STATE DC e. ZIP CODE 20220				
a. NAME OF CONTRACTOR SIMPSON THACHER & BARTLETT MNP LLP			f. SHIP VIA				
b. COMPANY NAME			a. PURCHASE REFERENCE YOUR:		b. DELIVERY		
c. STREET ADDRESS 425 LEXINGTON AVENUE			Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
d. CITY NEW YORK		e. STATE NY	f. ZIP CODE 100017-3954	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule			10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS			<input type="checkbox"/> g. SERVICE- DISABLED VETERAN- OWNED		12. F.O.B. POINT Destination		
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS N/30 PROMPT PAY	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of Task Order 0001 is to provide Equity Legal Services to the Department of the Treasury. Continued ...						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	\$300,000.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME TDP PAYMENT						
	b. STREET ADDRESS (or P.O. Box)		DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE		d. STATE DC	e. ZIP CODE 20220	\$300,000.00
c. CITY WASHINGTON							
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) STEVEN C. GORDON TITLE: CONTRACTING/ORDERING OFFICER			

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/10/2008	TOS09007	TDOX090002

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Admin Office: DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220</p> <p>Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00 000000-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>Period of Performance: 10/10/2008 to 04/09/2009</p> <p>The contractor will perform legal services and analyses related to Treasury's role in stabilizing the financial market.</p> <p>The total amount of award: \$300,000.00. The obligation for this award is shown in box 17(i).</p>				300,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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A. CONTRACT**A.1 GENERAL**

The Department of the Treasury, Departmental Offices (Headquarters), 1500 Pennsylvania Avenue, NW, Washington, DC, has entered into a contractual agreement with:

Simpson Thacher & Bartlett, LLP
425 Lexington Avenue
New York, New York 10017
Phone: 212-455-2000
Fax: 212-455-2502
www.stblaw.com

The Department of the Treasury (Treasury) is seeking the Contractor's expertise and guidance in the formulation of equity participation documentation including, but not limited to, co-investment accompanying private sector investment, shelf facilities for government investment without private sector investment, warrants or senior notes accompanying mortgage-backed securities or whole loan purchases and other direct investments.

Department of the Treasury
1500 Pennsylvania Ave, NW
Procurement Services Division
Washington, DC 20020

A.2 TYPE OF CONTRACT (FAR 52.216-1)

The Government has awarded a Time and Materials Task Order.

A.3 TERM OF SERVICES:

The period of performance is as follows:

Task Order Period	10/10/2008	Through	04/09/2009
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END OF SECTION A

B. COST/PRICE**B.1 PRICE/COST SCHEDULE**

This is a time and materials task order with a ceiling price not to exceed \$300,000. Labor categories and associated hourly rates to be used in the performance and pricing of this task order shall be the following:

Labor Category	Estimated Hours*	Hourly Labor Rate
Partner	564	[REDACTED]
Associate	1692	[REDACTED]
Of Counsel	376	[REDACTED]
Legal Assistant	1128	[REDACTED]

*The estimated hours represent 60% of the Government's estimated hours in the solicitation.

Travel shall be reimbursed only if approved in advance by the COTR and only as set forth in paragraph B.3 of the contract. The ceiling price stated above shall apply to all work performed under this task order, including travel.

Labor rates billed to the Government by the Contractor for each category above shall not exceed the highest rate stated above for each category billed.

Billing by the Contractor and payment by the Government to the Contractor shall be in accordance with the Federal Acquisition Regulation clause 52.232-7 (Payments Under Time and Materials and Labor-Hour Contracts).

B.2 CONTRACT FUNDING

(a) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

The costs the Contractor expects to incur under this tasking in the next 6 months, when added to all costs previously incurred, will exceed 85 percent of the estimated cost specified in the Schedule.

(b) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this tasking.

(c) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the cost specified in the Schedule.

(2) The Contractor is not obligated to continue performance under this tasking (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer

- (i) notifies the Contractor in writing that the cost has been increased and
- (ii) provides a revised estimated total cost of performing this contract.

END OF SECTION B

C. DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

The Contractor shall perform in accordance with the Statement of Work found under Section C.1 of the RFP (**A09008**) and as follows:

Contractor shall provide advice, counsel, and necessary documentation, to the Department of the Treasury regarding formulation, development and implementation of an equity participation program in various types of institutions including the following components: (1) co-investment accompanying private section investment; (2) shelf facilities for government investment without private sector investment; (3) warrants and/or senior notes accompanying mortgage-backed securities or whole loan purchases; and (4) other direct investments as determined by the Department of the Treasury. The investments may take the form of the Department of the Treasury investing funds and receiving common stock, warrants, preferred stock, debt or any other type of equity or debt instruments.

In particular, Contractor shall consult with representatives of the Department of the Treasury at its offices in Washington, D.C., at Contractor's offices in Washington, D.C. or New York, by phone, in writing, and any other means of communication regarding the structure of the equity participation program. Based on such consultation, Contractor shall conduct research as necessary and prepare documentation implementing the program including but not limited to: investment agreements, warrants, preferred stock, term sheets, draft correspondence, regulatory or other related filings if necessary. The Contractor shall assist the Department of the Treasury in responding to any public comments received on the program or documentation and shall make such changes in the documentation as directed by the Department of the Treasury during the established period of the task order.

END OF SECTION C

D. PACKAGING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2. PRESERVATION, PACKING, AND MARKING

- (A) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number.
- (B) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

END OF SECTION D

E. INSPECTION AND ACCEPTANCE

Written work products, if any, and other documentation produced by the Contractor in performance of this task order will be inspected and accepted by the Government in accordance with criteria established through mutual agreement between the Government and the Contractor.

The above clause does not supersede applicable clauses contained in the contract.

END OF SECTION E

F. DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The total term of task order is 6 months.

F.2 DELIVERABLES

The deliverables will include documentation prepared by the Contractor pursuant to the direction of the Government Task Manager.

F.3 PLACE OF PERFORMANCE

The Contractor shall perform all work under this task order at the Contractor's offices in Washington, D.C. or New York, or unless otherwise specified by the COTR and Contracting Officer.

END OF SECTION F

G. CONTRACT ADMINISTRATION DATA

G.1 POINT OF CONTACT FOR OGC

Laurie Schaffer
Assistant General Counsel for Banking and Finance
Department of Treasury
Office of the General Counsel (OGC)

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer designated for this contract is:

Contracting Officer:
Steven C. Gordon
U.S. Treasury Department
Departmental Offices, Procurement Services Division
1500 Pennsylvania Avenue, NW
(Mail Stop: 1425 New York Avenue, 2 nd Floor)
Washington, DC 20220
Email: Steven C. Gordon
Phone: 202-622-2341 Fax: 202-622-2343

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT

Send Electronic Invoices to: VendorPay@do.treas.gov

CC: Steven.Gordon@do.treas.gov and Laurie.Schaffer@do.treas.gov

Send Paper Invoices to: Attn: Mr. Dale Tarter – Vendor Payment
US Department of the Treasury
Departmental Offices, Office of Financial Management
MailStop: 675 15th Street, Suite 6084 (Met Sq)
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Include the following information on all invoices and subject line:

Treasury/TO Obligation Document No. 0001

END OF SECTION G

H. KEY PERSONNEL

The key personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may confirm in writing such diversion and such confirmation shall constitute the consent of the Contracting Officer dictated by this clause. As appropriate, the list of key personnel may be modified during the term of the contract to either add or delete personnel.

The following key personnel are provided below:

Lee Meyerson
David Eisenberg
William Dougherty
Sean Rodgers
Brian Steinhardt
Gary Rice

END OF SECTION H