

**Exhibit 14F**

**Singapore Settlement Agreement**

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of August 24, 2011 (the “Execution Date”), by and among Debtors<sup>1</sup> and certain of their Non-Debtor Affiliates<sup>2</sup> (together, “Lehman US”), and the Lehman Singapore Liquidation Companies<sup>3</sup> and Lehman Singapore Non-Liquidation Companies<sup>4</sup> (together, “Lehman Singapore”).<sup>5</sup> Lehman US and Lehman Singapore shall each be referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, on September 15, 2008 and on various dates thereafter, each of the Debtors commenced a voluntary Chapter 11 Case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court; the Chapter 11 Cases are being jointly administered under Case Number 08-13555 (JMP);

WHEREAS, commencing from September 23, 2008, the directors of the various Lehman Singapore Liquidation Companies commenced Creditors’ Voluntary Liquidation proceedings (the “Lehman Singapore Liquidations”) and placed such Lehman Singapore Liquidation Companies into a provisional liquidation. Chay Fook Yuen, Bob Yap Cheng Ghee and Tay Puay Cheng, (the “Lehman Singapore Liquidators”) were appointed as the joint and several provisional liquidators of the Lehman Singapore Liquidation Companies. Commencing from October 17, 2008, the appointment of the Lehman Singapore Liquidators was confirmed by meetings of each Lehman Singapore Liquidation Company’s members and creditors;

WHEREAS, Lehman Singapore has (i) filed the proofs of claim listed on Schedule A attached hereto against certain Debtors (collectively, the “Proofs of Claim”) and (ii) asserted amounts due and owing to them from certain Non-Debtor Affiliates (collectively, the “Non-Debtor Receivables”);

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<sup>1</sup> As used herein, the “Debtors” means Lehman Brothers Holdings Inc. (“LBHI”); Lehman Brothers Special Financing Inc. (“LBSF”); Lehman Commercial Paper Inc.; Lehman Brothers Commercial Corporation (“LBCC”); Lehman Brothers Financial Products Inc.; Lehman Brothers OTC Derivatives Inc.; Lehman Brothers Derivative Products Inc.; Lehman Brothers Commodity Services Inc. (“LBSCS”); Lehman Scottish Finance L.P.; CES Aviation LLC; CES Aviation V LLC; CES Aviation IX LLC; East Dover Limited; Luxembourg Residential Properties Loan Finance S.A.R.L; BNC Mortgage LLC; Structured Asset Securities Corporation; LB Rose Ranch LLC; LB 2080 Kalakaua Owners LLC; Merit LLC; LB Somerset LLC; LB Preferred Somerset LLC; LB 745 LLC; and PAMI Statler Arms LLC.

<sup>2</sup> As used herein, the “Non-Debtor Affiliates” means Lehman Brothers Global Services Limited; Revival Holdings Limited; Principal Transactions Inc.; Falcon Holdings II Inc.; Lehman Brothers P.A. LLC; Lehman Brothers (Thailand) Limited; Lehman Brothers Capital (Thailand) Limited; and Lehman Brothers Opportunity Holdings Inc..

<sup>3</sup> As used herein, the “Lehman Singapore Liquidation Companies” means Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors’ Voluntary Liquidation); Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors’ Voluntary Liquidation); Lehman Brothers Investments Pte Ltd (In Creditors’ Voluntary Liquidation); Lehman Brothers Commodities Pte. Ltd. (In Creditors’ Voluntary Liquidation); and Lehman Brothers Finance Asia Pte. Ltd. (In Creditors’ Voluntary Liquidation).

<sup>4</sup> As used herein, the “Lehman Singapore Non-Liquidation Companies” means Lehman Brothers Pte Ltd; Lehman Brothers Securities Taiwan Limited; Lehman Brothers Singapore Pte. Ltd.; and Lehman Brothers Bangkok Riverside Development Pte. Ltd..

<sup>5</sup> As used herein, “Lehman Singapore” shall not include the Lehman India Companies (as defined herein), Sail Investor (as defined herein), or Lehman Brothers Investment Consulting (Shanghai) Co., Ltd. (each, a “Non-Settling Entity”).

WHEREAS, Lehman US has (i) submitted the proofs of debt listed on Schedule B attached hereto in the Singapore Liquidations against certain of the Lehman Singapore Liquidation Companies (the “Liquidation Claims”) and (ii) asserted amounts due and owing to them from certain of the Singapore Non-Liquidation Companies (the “Non-Liquidation Receivables”);

WHEREAS, the Parties are desirous of resolving all disputes and all other outstanding issues between the Parties and avoiding extensive and expensive litigation;

WHEREAS, on July 1, 2011, the Debtors filed the Plan and Disclosure Statement; and

WHEREAS, each of the Debtors, either individually or jointly, will file an amendment, modification and/or supplement to the Plan that will incorporate the terms and conditions of this Agreement (the “Amended Plan”);

NOW, THEREFORE, in consideration of the recitals stated above, the agreements, promises and warranties set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ***Definitions***

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of this Agreement.

“Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

“Agreed Non-Debtor Receivables” shall have the meaning ascribed to it in Section 2.1(b).

“Agreed Non-Liquidation Receivables” shall have the meaning ascribed to it in Section 2.2(b).

“Allowed Non-Subordinated US Claims” has the meaning ascribed to it in Section 2.2(a).

“Allowed US Claims” has the meaning ascribed to it in Section 2.2(a).

“Allowed Singapore Claims” has the meaning ascribed to it in Section 2.1(a).

“Allowed Subordinated US Claims” has the meaning ascribed to it in Section 2.2(a).

“Alternative Plan” means a chapter 11 plan or plans, proposed by parties other than the Debtors.

“Amended Disclosure Statement” means the Disclosure Statement as amended, modified and/or supplemented to incorporate the terms of the Amended Plan.

“Amended Plan” has the meaning ascribed to it in the Recitals.

“Bankruptcy Code” means title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Chapter 11 Cases” means the bankruptcy cases being jointly administered under Case Number 08-13555 (JMP) in the Bankruptcy Court.

“Confirmation Date” means the date of the entry of the Confirmation Order by the Bankruptcy Court.

“Confirmation Order” means an order of the Bankruptcy Court (i) confirming the Amended Plan pursuant to section 1129 of the Bankruptcy Code; (ii) approving, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and applicable provisions of the Bankruptcy Code, the terms of this Agreement; and (iii) authorizing the Debtors to take all necessary corporate actions to consummate the transactions contemplated by this Agreement.

“Disclosure Statement” means the *Debtors’ Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors Pursuant to section 1125 of the Bankruptcy Code* [ECF No. 18205], dated June 30, 2011.

“Effective Date” means the date that the Amended Plan becomes effective as provided for therein.

“Final Order” has the meaning set forth in the Amended Plan.

“Foreign Currency Exchange Adjustment” means an adjustment to the source currencies of the Agreed Non-Debtor Receivables or the Agreed Non-Liquidation Receivables pursuant to Sections 2.1(b) and 2.2(b) with such adjustment being made based on the Lehman general ledger system or daily average rates extracted from OANDA as of the earlier of (i) the date upon which an insolvency, bankruptcy, administration, liquidation, rehabilitation, receivership or like proceeding is commenced or initiated against the applicable obligor, (ii) any earlier date that is agreed upon by the applicable obligor and obligee, or (iii) the Non-Debtor Receivable Payment Date or the Non-Liquidation Receivable Payment Date, as applicable.

“Lehman India Companies” means Lehman Brothers Advisers Private Limited and Lehman Brothers Securities Private Limited.

“Lehman India Companies’ Claims” means (i) Claim No. 66798 filed by Lehman Brothers Advisers Private Limited against Merit LLC in the amount of \$126.72; (ii) Claim No.17767 filed by Lehman Brothers Advisers Private Limited against LBSF in the amount of \$607,647.00; (iii) Claim No. 17768 filed by Lehman Brothers Securities Private Limited against LBCC in the amount of \$775,137.00; (iv) Claim No. 17769 filed by Lehman Brothers Securities Private Limited against LBSF in the amount of \$223,143.00; (v) Claim No. 17770 filed by Lehman Brothers Advisers Private Limited against LBHI in the amount of \$198.11; (vi) Claim No. 17854 filed by Lehman Brothers Advisers Private Limited against LBHI in the amount of \$1,746,377.97; (vii) Claim No. 17855 filed by Lehman Brothers Securities Private Limited against LBHI in the amount of \$75,617.57; and (viii) Claim No. 17857 filed by Lehman Brothers Advisers Private Limited against LBHI in the amount of \$231.32.

“Lehman Singapore Liquidations” has the meaning ascribed to it in the Recitals.

“Lehman Singapore Liquidators” has the meaning ascribed to it in the Recitals.

“Liquidation Claims” has the meaning ascribed to it in the Recitals.

“Non-Debtor Receivables” has the meaning ascribed to it in the Recitals.

“Non-Debtor Receivable Payment Date” has the meaning ascribed to it in Section 2.1(b).

“Non-Liquidation Receivables” has the meaning ascribed to it in the Recitals.

“Non-Liquidation Receivable Payment Date” has the meaning ascribed to it in Section 2.2 (b).

“Plan” means the *Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors* [ECF No. 18204], dated June 30, 2011.

“Plan Administrator” has the meaning set forth in the Amended Plan.

“Proofs of Claim” has the meaning ascribed to it in the Recitals.

“Sail Investor” means Sail Investor Pte. Ltd. (In Creditors’ Voluntary Liquidation).

“Singapore Avoidance Actions” means all avoidance actions and causes of action against Lehman US pursuant to Sections 329 to 334 of the Singapore Companies Act.

“Singapore Non-Settled Claims Against Debtors” collectively means (i) Claim No. 57868 filed by Sail Investor against LBHI in the amount of \$48,008,782.99, (ii) Claim No. 57865 filed by Sail Investor against LBHI in the amount of \$34,320.49 and (iii) Claim No. 48815 filed by Lehman Brothers Investment Consulting (Shanghai) Co., Ltd. against LBCS in the amount of \$85,857.17.

“Third-Party Creditors” has the meaning ascribed to it in Section 4(b)(6).

“US Avoidance Actions” all actions under chapter 5 of the Bankruptcy Code or similar actions under applicable state law.

“Voting Deadline” means the date set by the Bankruptcy Court by which creditors must vote to accept or reject the Amended Plan.

## 2. ***Settlement of Claims.***

### 2.1. *The Lehman Singapore Proofs of Claim and Non-Debtor Receivables.*

(a) *Allowed Claims Against Debtors.* Each Lehman Singapore entity listed on Schedule C attached hereto will have a net allowed, non-priority, non-subordinated general unsecured claim against the specified Debtor in the amounts and classes set forth on Schedule C under the columns titled “Allowed Singapore Claims” and “Plan Classification” respectively, which claims have been reduced by the amounts of the mutual claims of the specified Debtor against such Lehman Singapore entity and listed on Schedule C under “Available Setoff” (the “Allowed Singapore Claims”), provided that LBHI shall reserve any amounts distributable to Lehman Brothers Singapore Pte. Ltd. in accordance with the Amended Plan on account of its Allowed Singapore Claim until such time as Lehman Brothers Singapore Pte. Ltd. obtains approval or waiver from the Monetary Authority of Singapore to give effect to the Available Setoff listed on Schedule C.

(b) *Receivables From Non-Debtor Affiliates.* Each Lehman Singapore entity listed on Schedule D will have a receivable as of September 14, 2008 from, and that is agreed upon and acknowledged by, the specified Non-Debtor Affiliate in the amounts set forth on Schedule D (the “Agreed Non-Debtor Receivables”). The Agreed Non-Debtor Receivables will be subject to the Foreign Currency Exchange Adjustment and shall be payable on the date that is one hundred twenty (120) days from the Effective Date, unless otherwise agreed by the applicable obligor and obligee (the “Non-Debtor Receivable Payment Date”). Lehman Brothers (Thailand) Limited and Lehman Brothers Finance Asia Pte. Ltd. (In Creditors’ Voluntary Liquidation) hereby agree that the Non-Debtor Receivable Payment Date for the agreed Non-Debtor Receivable against Lehman Brothers (Thailand) Limited in the amount of \$167,677 shall be a date to be agreed to by such entities and in accordance with applicable law. No interest shall accrue on the Agreed Non-Debtor Receivables. Each Non-Debtor Affiliate shall pay the Agreed Non-Debtor Receivables to Lehman Singapore by wire transfer in immediately available funds in US Dollars (or any other currency mutually agreed upon by the Parties) to a bank account designated in advance in writing by Lehman Singapore.

(c) Other than (i) the claims and receivables allowed and acknowledged as set forth in Sections 2.1(a) and 2.1(b) hereof, (ii) the Lehman India Companies’ Claims and (iii) the Singapore

Non-Settled Claims Against Debtors, all claims or receivables asserted or held by Lehman Singapore against Lehman US will be deemed fully and forever expunged, extinguished, disallowed and released.

(d) The Allowed Singapore Claims and Agreed Non-Debtor Receivables as set forth in this Section 2.1 shall not be subject to further objections or defenses, whether by way of netting, set-off, recoupment, counterclaim or otherwise, or any claim under section 510 of the Bankruptcy Code or otherwise which would have the effect of subordinating such claims to the claims of other general unsecured creditors; provided that if any party objects to the Allowed US Claims of any Lehman US entity, until such time as such Allowed US Claims are determined by the Singapore High Court or otherwise settled in a manner acceptable to the Parties, such Lehman US entity shall be entitled to withhold (but will separately reserve) an amount from distributions that would otherwise be made in respect of the Allowed Singapore Claims that is equal to the amount of distributions that would otherwise be made with respect to the Allowed US Claims that are the subject of an objection; provided, further, that if for any reason any Lehman Singapore entity is prohibited from making, is unable to make, or does not make distributions on account of any Allowed US Claims or Agreed Non-Liquidation Receivables, no distributions on any Allowed Singapore Claims or Agreed Non-Debtor Receivables of any Lehman Singapore entity will be made until such time that the relevant Lehman Singapore entity makes distributions to the relevant Lehman US entity, and the Agreed Non-Debtor Receivables shall not be subject to any further Foreign Currency Exchange following any such prohibition or withholding of distributions by such Lehman Singapore entity.

(e) *Singapore Non-Settled Claims Against Debtors.* Lehman US hereby agrees that the holder of each Singapore Non-Settled Claim shall vote in the amount set forth on Schedule G, and a reserve shall be maintained with respect to such claim under the Amended Plan as if such claim had been allowed in the amount set forth on Schedule G, unless and until such claim is disallowed by a Final Order. The holders of such claims shall be third-party beneficiaries of this Agreement for purposes of this Section 2.1(e).

(f) *Lehman India Companies' Claims.* Lehman US hereby agrees that the holder of each Lehman India Companies' Claim shall vote in the amount set forth on the respective proofs of claim, and a reserve shall be maintained with respect to such claim under the Amended Plan as if such claim had been allowed in the amount set forth on the respective proofs of claim, unless and until such claim is disallowed by a Final Order. The holders of such claims shall be third-party beneficiaries of this Agreement for purposes of this Section 2.1(f).

(g) *Plan Exceptions For Lehman Singapore.* Sections 8.10, 8.15 and 13.8 (to the extent Section 13.8 seeks to preserve Lehman US' rights to Causes of Action (as defined in the Amended Plan) that are released under this Agreement) of the Plan shall not apply to Lehman Singapore or to the Allowed Singapore Claims.

## 2.2. *The Lehman US Liquidation Claims and Non-Liquidation Receivables*

(a) *Claims Against the Lehman Singapore Liquidation Companies.* Each Lehman US entity listed on Schedule E-1 will have a net allowed, non-priority, non-senior, non-subordinated general unsecured claim against the specified Lehman Singapore Liquidation Companies in the amount set forth on Schedule E-1 under the column titled "Allowed Non-Subordinated US Claims" in accordance with the applicable provisions of the Singapore Companies Act (the "Allowed Non-Subordinated US Claims"). Each Lehman US entity listed on Schedule E-2 will have a net allowed subordinated general unsecured claim (the "Allowed Subordinated US Claims" and, together with the Allowed Non-Subordinated US Claims, the "Allowed US Claims") against the specified Lehman Singapore Liquidation Companies in the amount set forth on Schedule E-2 in accordance with the applicable provisions of the Singapore Companies Act.

(b) *Receivables from Lehman Singapore Non-Liquidation Companies.* Each Lehman US entity listed on Schedule F will have a receivable as of September 14, 2008 from, and that is agreed upon and acknowledged by, the specified Lehman Singapore Non-Liquidation Companies in the amounts set forth on Schedule F under the column titled “Agreed Non-Liquidation Receivables” (the “Agreed Non-Liquidation Receivables”). The Agreed Non-Liquidation Receivables will be subject to the Foreign Currency Exchange Adjustment and shall be payable on the date that is one hundred twenty (120) days from the Effective Date, unless otherwise agreed by the applicable obligor and obligee (the “Non-Liquidation Receivable Payment Date”). No interest shall accrue on the Agreed Non-Liquidation Receivables. Each Lehman Singapore Non-Liquidation Company shall pay the Agreed Non-Liquidation Receivables to Lehman US by wire transfer in immediately available funds in US Dollars to a bank account designated in advance in writing by Lehman US.

(c) Other than (i) the claims and receivables allowed and acknowledged as set forth in Sections 2.2(a) and 2.2(b) hereof, and (ii) the claim filed by LBHI against Sail Investor in the amount of \$63,396,488, which is not subject to this Agreement in any respect, all claims or receivables asserted or held by Lehman US against Lehman Singapore, will be deemed fully and forever expunged, extinguished, disallowed and released.

(d) The Allowed US Claims and Agreed Non-Liquidation Receivables as set forth in this Section 2.2 shall not, except as otherwise specifically provided for herein, be subject to further objections or defenses, whether by way of netting, set off, recoupment, counterclaim or otherwise, or any other claim which would have the effect of subordinating such claims to the claims of other unsecured creditors; provided that if for any reason any Lehman US entity is prohibited from making, is unable to make, or does not make distributions on account of any Allowed Singapore Claims or Agreed Non-Debtor Receivables, no distributions on any Allowed US Claims or Agreed Non-Liquidation Receivables of any Lehman US entity will be made until such time that the relevant Lehman US entity makes distributions to the relevant Lehman Singapore entity, and the Agreed Non-Liquidation Receivables shall not be subject to any further Foreign Currency Exchange following any such prohibition or withholding of distributions by such Lehman US entity.

2.3. *Claims Register.* In order to reflect the entry into this Agreement, upon the Effective Date, the Parties hereto acknowledge and agree that (i) the Proofs of Claim and the Allowed US Claims shall be deemed amended to the extent necessary to reflect the terms of the settlement reached in this Agreement and/or to reflect the reconciliation of such claims that has been ongoing amongst the Parties, and (ii) they shall execute and submit joint instructions to Epiq Bankruptcy Solutions, LLC, requesting that the claims register in the Chapter 11 Cases be amended to reflect the allowance and disallowance of the Proofs of Claim in accordance with this Agreement.

3. *Lehman India Companies.* Promptly following the Execution Date, the Lehman Singapore Liquidators shall use their best efforts to cause the Lehman India Companies to obtain all necessary governmental and/or regulatory approvals necessary to permit the Lehman India Companies to become parties to a settlement agreement with the Lehman US entities resolving, among other things, the Lehman India Companies’ Claims.

#### 4. **Amended Plan and Related Support.**

(a) *Lehman US’s Obligations.* Within a reasonable period of time following the Execution Date, the Debtors will (i) file the Amended Plan and seek approval of the Amended Disclosure Statement and voting procedures with respect thereto, and (ii) prosecute the Amended Plan and seek entry of a Confirmation Order. If the Bankruptcy Court allows other parties to solicit acceptances of any Alternative Plan or Alternative Plans and subject to Lehman Singapore’s obligations in Section 4(b)(5) below, Lehman US agrees not to object to Lehman Singapore voting to accept any Alternative Plan or Alternative Plans in the amounts set forth on Schedule A with respect to each Proof of Claim.

(b) *Lehman Singapore's Obligations.* Each Lehman Singapore entity agrees to perform and comply with the following obligations as to the Amended Plan, which obligations shall become effective upon the Execution Date:

(1) Lehman Singapore shall (i) support approval of the Amended Disclosure Statement, (ii) neither oppose nor object to the Amended Disclosure Statement, and (iii) neither join in nor support any objection to the Amended Disclosure Statement.

(2) If the Bankruptcy Court allows the Debtors to solicit acceptances of the Amended Plan before acceptances are solicited for any Alternative Plan or Alternative Plans, and provided that Lehman Singapore has been solicited pursuant to section 1125 of the Bankruptcy Code, each Lehman Singapore entity shall (i) timely vote to accept the Amended Plan in the amounts set forth on Schedule A with respect to each Proof of Claim, and not thereafter withdraw or change such vote, and (ii) support approval and confirmation of the Amended Plan.

(3) Lehman Singapore shall not oppose or object to the Amended Plan or the solicitation of the Amended Plan, or join in or support any objection the Amended Plan or the solicitation of the Amended Plan.

(4) Lehman Singapore shall not (i) participate in the formulation of, file, or prosecute any Alternative Plan (ii) join in or support any Alternative Plan, including, without limitation, express support in writing of, or enter into any form of plan support agreement with respect to any Alternative Plan, or (iii) subject to Section 4(b)(5) below, take any action to alter, delay or impede the confirmation and consummation of the Plan; provided that, a vote on an Alternative Plan or Plans shall not constitute an action to delay or impede the confirmation or consummation of the Plan.

(5) If the Bankruptcy Court allows other parties to solicit acceptances of any Alternative Plan or Alternative Plans at the same time as the Amended Plan, Lehman Singapore may vote to accept any Alternative Plan or Alternative Plans only if such Alternative Plan or Alternative Plans provide Lehman Singapore with an equal or greater economic recovery than the Amended Plan, provided, however, that each Lehman Singapore entity shall also (i) timely vote to accept the Amended Plan, and not thereafter withdraw or change such vote, (ii) comply with the provisions of Section 4(b)(3) and 4(b)(4) above except to the extent 4(b)(4)(iii) is subject to this 4(b)(5), and (iii) support approval and confirmation of the Amended Plan, and indicate a preference for the Amended Plan on its voting ballot, if the Amended Plan provides Lehman Singapore with an equal or greater economic recovery compared with any Alternative Plan that Lehman Singapore votes to accept. Notwithstanding anything contained in this section, Lehman Singapore shall not indicate a preference on its voting ballots for any Alternative Plan.

(6) Lehman Singapore shall cooperate with and respond to reasonable requests for information of the Debtors or the Plan Administrator regarding the resolution of claims of, or distributions by Lehman Singapore to, Lehman's Singapore's creditors who have also asserted claims against the Debtors ("Third-Party Creditors"), including whether: (i) the claims of Third-Party Creditors have been allowed or disallowed against Lehman Singapore, (ii) the claims of Third-Party Creditors are disputed or subject to objection by Lehman Singapore, (iii) the consideration, if any, paid to Third-Party Creditors by Lehman Singapore, and (iv) future distributions or consideration are anticipated to be made to Third-Party Creditors by Lehman Singapore, including estimates of the amounts of such future distributions or consideration.

(7) Lehman Singapore shall promptly seek authority from any appointed creditors' committee or the Singapore High Court, or seek any other requisite approvals, to the extent necessary, to perform all of the obligations set forth in this Agreement.



(c) *Solicitation Required in Connection with Amended Plan.* Notwithstanding anything contained in this Section 4 or elsewhere in this Agreement, this Agreement is not, and shall not be deemed to be, a solicitation of a vote for the acceptance of the Amended Plan pursuant to section 1125 of the Bankruptcy Code, or rejection of any Alternative Plan. Acceptance of the Amended Plan will not be solicited until the Bankruptcy Court has approved the Disclosure Statement and related ballots, and such Disclosure Statement and ballots have been transmitted to parties entitled to receive the same in accordance with an order of the Bankruptcy Court.

5. ***Lehman Singapore's Representations and Warranties.*** In order to induce Lehman US to enter into and perform their obligations under this Agreement, each Lehman Singapore entity hereby represents, warrants and acknowledges as follows:

5.1. *Authority.*

(a) (i) Each Lehman Singapore Liquidation Company has the power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated herein; and (ii) the execution, delivery and performance by such Lehman Singapore Liquidation Company of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary action on the part of such Lehman Singapore Liquidation Company and no other proceedings on the part of such Lehman Singapore Liquidation Company are necessary to authorize and approve this Agreement or any of the transactions contemplated herein.

(b) (i) Each Lehman Singapore Non-Liquidation Company has the power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated herein and (ii) the execution, delivery and performance by such Lehman Singapore Non-Liquidation Company of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary action on the part of such Lehman Singapore Non-Liquidation Company and no other proceedings on the part of such Lehman Singapore Non-Liquidation Company are necessary to authorize and approve this Agreement or any of the transactions contemplated herein.

5.2. *Validity.*

(a) This Agreement has been duly executed and delivered by each Lehman Singapore Liquidation Company and constitutes the legal, valid and binding agreement of each Lehman Singapore Liquidation Company, enforceable against each Lehman Singapore Liquidation Company in accordance with its terms.

(b) This Agreement has been duly executed and delivered by each Lehman Singapore Non-Liquidation Company and constitutes the legal, valid and binding agreement of each Lehman Singapore Non-Liquidation Company, enforceable against each Lehman Singapore Non-Liquidation Company in accordance with its terms.

5.3. *Authorization of Governmental Authorities and Creditors.* No action by (including any authorization, consent or approval), in respect of, or filing with, any governmental authority is required for, or in connection with, the valid and lawful authorization, execution, delivery and performance by each Lehman Singapore entity pursuant to this Agreement.

5.4. *No Reliance.* Each Lehman Singapore entity (i) is a sophisticated party with respect to the subject matter of this Agreement, (ii) has been represented and advised by legal counsel in connection with this Agreement, (iii) has adequate information concerning the matters that are the subject of this Agreement, and (iv) has independently and without reliance upon any Debtor or any Non-Debtor Affiliate or any of their Affiliates or any officer, employee, agent or representative thereof, and based on such information as each Lehman Singapore entity has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that each Lehman Singapore entity has relied upon each

Debtor's and each Non-Debtor Affiliate's express representations, warranties and covenants in this Agreement, each Lehman Singapore entity acknowledges that it has entered into this Agreement voluntarily and of its own choice and not under coercion or duress.

5.5. *Title; No Prior Transfer of Claims.*

(a) Each Lehman Singapore entity owns and has good title to its respective Proofs of Claim and Non-Debtor Receivables, free and clear of any and all liens, claims (other than on account of claims against the assets of such Lehman Singapore entity), set-off rights of third parties, security interests, participations, or encumbrances created or incurred by or against any Lehman Singapore entity as of the Execution Date and has not transferred or assigned to any other person any of the claims or receivables that are the subject of this Agreement, in whole or in part.

(b) Each Lehman Singapore entity may not transfer any of the claims or receivables that are the subject of this Agreement, or any rights or interests arising thereunder or related thereto, in whole or in part, prior to the Effective Date.

6. ***Lehman US's Representations and Warranties.*** In order to induce Lehman Singapore to enter into and perform its obligations under this Agreement, each Lehman US entity hereby represents, warrants and acknowledges as follows:

6.1. *Authority.*

(a) Subject to the occurrence of the Effective Date, (i) each signatory Debtor has the power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated herein and (ii) the execution, delivery and performance by such Debtor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary action on the part of such Debtor and no other proceedings on the part of such Debtor are necessary to authorize and approve this Agreement or any of the transactions contemplated herein.

(b) (i) Each Non-Debtor Affiliate has the power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated herein and (ii) the execution, delivery and performance by such Non-Debtor Affiliate of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary action on the part of such Non-Debtor Affiliate and no other proceedings on the part of such Non-Debtor Affiliate are necessary to authorize and approve this Agreement or any of the transactions contemplated herein.

6.2. *Validity.*

(a) Subject to the occurrence of the Effective Date, this Agreement has been duly executed and delivered by each Debtor and constitutes the legal, valid and binding agreement of each Debtor, enforceable against each Debtor in accordance with its terms.

(b) This Agreement has been duly executed and delivered by each Non-Debtor Affiliate and constitutes the legal, valid and binding agreement of each Non-Debtor Affiliate, enforceable against each Non-Debtor Affiliate in accordance with its terms.

6.3. *Authorization of Governmental Authorities.* No action by (including any authorization, consent or approval), in respect of, or filing with, any governmental authority is required for, or in connection with, the valid and lawful authorization, execution, delivery and performance by each Lehman US entity of this Agreement, other than entry of the Confirmation Order.

6.4. *No Reliance.* Each Lehman US entity (i) is a sophisticated party with respect to the matters that are the subject of this Agreement, (ii) has had the opportunity to be represented and advised by legal counsel in connection with this Agreement, (iii) has adequate information concerning the matters that are the subject of this Agreement, and (iv) has independently and without reliance upon Lehman Singapore, and based on such information as such Lehman US entity has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that such Lehman US entity has relied upon Lehman Singapore's express representations, warranties and covenants in this Agreement, which it enters, or as to which it acknowledges and agrees, voluntarily and of its own choice and not under coercion or duress.

6.5. *Title; No Prior Transfer of Claims.*

(a) Each Lehman US entity owns and has good title to its respective Liquidation Claims and Non-Liquidation Receivables, free and clear of any and all liens, claims (other than on account of claims against the assets of such Lehman US entity), set-off rights of third parties, security interests, participations, or encumbrances created or incurred by or against any such Lehman US entity as of the Execution Date, and has not transferred or assigned to any other person any of the claims or receivables that are the subject of this Agreement.

(b) Each Lehman US entity may not transfer any of the Liquidation Claims or the Non-Liquidation Receivables, or any rights or interests arising thereunder or related thereto, in whole or in part, prior to the Effective Date.

7. ***Withholding Rights and Allocation of Payments.*** Each Party shall be entitled to deduct and withhold from the amounts otherwise payable to any other Party pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any requirement of any applicable tax law. Any amounts so withheld shall be treated for all purposes of this Agreement as having been paid to such Party in respect of the allowed claim for which such deduction and withholding is made. The Parties agree that any payments made by Lehman Singapore and Lehman US on account of the claims and receivables that are the subject of this Agreement shall be allocated for all purposes first to the principal portion of such claims and receivables, and, only after the principal portion of such respective claims and receivables is satisfied in full, to any portion of such claims and receivables comprising interest (but solely to the extent that interest is an allowable portion of such claims and receivables).

8. ***Executory Contracts.*** All pre-petition executory contracts between the Debtors and Lehman Singapore shall be rejected pursuant to section 365 of the Bankruptcy Code in accordance with the Plan. Any claims that arise from the rejection of pre-petition executory contracts between the Debtors and Lehman Singapore are deemed to be satisfied in full by the claims allowed pursuant to Section 2 hereof.

9. ***Cooperation.*** The Parties will continue to exchange data relating to the respective bankruptcy cases and insolvency proceedings based on the data sharing agreement and the cross border international protocol in order to assist each other in resolving claims of Affiliates and other creditors.

10. ***Releases.***

10.1. *Lehman US's Releases.* Upon the occurrence of the Effective Date, and except as to (i) the allowed claims set forth in Section 2 hereof, (ii) Lehman US's distribution entitlements in the Lehman Singapore Liquidations, (iii) the agreements, promises, settlements, representations and warranties set forth in this Agreement, and (iv) the performance of the obligations set forth herein, and subject to the effectiveness of this Agreement in accordance with Section 11 below, and in consideration of the foregoing and each Lehman Singapore entity's execution of this Agreement, each Lehman US entity on behalf of itself, its estate (where applicable), and its successors and assigns, will fully and

forever release, discharge and acquit each Lehman Singapore entity, and the Lehman Singapore Liquidators and their respective successors, assigns, officers, directors, employees, agents, representatives, consultants, financial advisors, accountants and attorneys, from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses, and claims of every kind, nature, and character whatsoever existing as of the date hereof, whether at law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (excluding intentional torts, fraud, recklessness, gross negligence or willful misconduct) or otherwise, accrued or unaccrued, known or unknown, matured or unmatured, liquidated or unliquidated, certain or contingent, including all US Avoidance Actions.

10.2. *Lehman Singapore's Releases.* Upon the occurrence of the Effective Date, and except as to (i) the allowed claims set forth in Section 2 hereof, (ii) Lehman Singapore's distribution entitlements in the Chapter 11 Cases, (iii) the agreements, promises, settlements, representations and warranties set forth in this Agreement, and (iv) the performance of the obligations set forth herein, and subject to the effectiveness of this Agreement in accordance with Section 11 below, and in consideration of the foregoing and each Lehman US entity's execution of this Agreement, each Lehman Singapore entity, its estate (where applicable), and its successors and assigns, will fully and forever release, discharge and acquit each Lehman US entity and Alvarez & Marsal North America LLC, and their respective successors, assigns, officers, directors, employees, agents, representatives, consultants, financial advisors, accountants and attorneys, from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, expenses, and claims of every kind, nature, and character whatsoever existing as of the date hereof, whether at law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (excluding intentional torts, fraud, recklessness, gross negligence or willful misconduct) or otherwise, accrued or unaccrued, known or unknown, matured or unmatured, liquidated or unliquidated, certain or contingent, including, without limitation, (i) any administrative expense claims arising under section 503 of the Bankruptcy Code, and (ii) Singapore Avoidance Actions.

10.3. Nothing in this Agreement shall operate as a release or waiver of any rights, claims or defenses by or against any Non-Settling Entity.

#### 11. ***Effectiveness of Agreement.***

11.1. Sections 2.1(e), 2.1(f), 4, 5.5, 6.5, 9 and 11 through 25 of this Agreement shall be effective upon the Execution Date.

11.2. All other provisions of this Agreement shall be effective upon the Effective Date.

#### 12. ***Termination.***

12.1. *Automatic Termination.* This Agreement shall automatically terminate on any date on which (i) the Bankruptcy Court denies the motion seeking the Confirmation Order with prejudice or (ii) the Plan is not confirmed on or before December 31, 2012.

12.2. *Lehman US's Right to Terminate.* Each Debtor and each Non-Debtor Affiliate shall have the right, at its election, to terminate this Agreement by written notice to Lehman Singapore if (a) there is a breach, in any material respect, of the representations, warranties and/or covenants of Lehman Singapore hereunder, taken as a whole, and Lehman Singapore shall fail to cure such breach within ten (10) days following written notice of such breach from Lehman US, (b) Lehman Singapore fails to obtain authority from any appointed creditors committee or the Singapore High Court, or obtain any other requisite approvals, to the extent necessary, to perform all of the obligations set forth in this Agreement, or (c) other than as set forth herein, Lehman Singapore allows and provides for materially different treatment of claims held by other creditors of Lehman Singapore that are legally similar to the

Allowed US Claims that results in such other creditors having a recovery entitlement in respect of said claims that is materially higher than the recovery entitlement in respect of the Allowed US Claims.

12.3. *Lehman Singapore's Right to Terminate.* Lehman Singapore shall have the right, at its election, to terminate this Agreement by written notice to Lehman US if (a) the Debtors file or support a chapter 11 plan that provides for the substantive consolidation of one or more Debtor or Affiliate or any Lehman Singapore entity, commences any proceeding seeking similar relief, or joins with any other party in any proceeding seeking similar relief; (b) there is a breach, in any material respect, of the representations, warranties and/or covenants of Lehman US hereunder, taken as a whole, and Lehman US shall fail to cure such breach within ten (10) days following written notice of such breach from Lehman Singapore; (c) the Debtors make a material modification to the structure, classification or distribution scheme under the Amended Plan that would materially reduce the recovery estimates set forth in the Disclosure Statement with respect to classes that include the Allowed Singapore Claims; or (d) the Amended Plan provides for materially different treatment of claims held by other creditors that are legally similar to the Allowed Singapore Claims (including claims currently classified in the same class as the Allowed Singapore Claims) that results in such other creditors having a recovery entitlement in respect of said claims that is materially higher than the recovery entitlement provided for in the Amended Plan in respect of the Allowed Singapore Claims; provided, however, that with respect to Sections 12.3(b) and 12.3(c), (i) the Debtors are not guaranteeing or committing to any specific recovery amount under the Amended Plan, and (ii) modifications to the projected recovery amounts set forth in the disclosure statement approved by the Bankruptcy Court with respect to the Amended Plan that are based upon revised projections of asset values shall not constitute material modifications to the Amended Plan.

12.4. *Effect of Termination.* In the event that this Agreement is terminated, then neither this Agreement, nor any motion or other pleading filed in the Bankruptcy Court with respect to the approval of this Agreement or confirmation of the Amended Plan, shall have any *res judicata* or collateral estoppel effect or be of any force or effect, each of the Parties' respective interests, rights, remedies and defenses shall be restored without prejudice as if this Agreement had never been executed and the Parties hereto shall be automatically relieved of any further obligations hereunder. Except as expressly provided herein, this Agreement and all communications and negotiations among the Parties with respect hereto or any of the transactions contemplated hereunder are without waiver of or prejudice to the Parties rights and remedies and the Parties hereby reserve all claims, defenses and positions that they may have with respect to each other.

### 13. *Venue and Choice of Law.*

13.1. *Venue.* To the maximum extent permissible by law, the Parties expressly consent and submit to the exclusive jurisdiction of the Bankruptcy Court over any actions or proceedings relating to the enforcement or interpretation of this Agreement and any Party bringing such action or proceeding shall bring such action or proceeding in the Bankruptcy Court; provided that the Parties may appear before another court of competent jurisdiction if a non Party brings any action relating to this Agreement before such other court of competent jurisdiction, provided further that any actions or proceedings arising out of disputes in the amount or validity of the Liquidation Claims shall be within the exclusive jurisdiction of the Singapore High Court; provided further, that any actions or proceedings arising out of disputes in the amount or validity of Non-Liquidation Receivables or Non-Debtor Receivables shall be within the non-exclusive jurisdiction of any court of competent jurisdiction. Each of the Parties agrees that a final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law. If the Bankruptcy Court refuses or abstains from exercising jurisdiction over the enforcement of this Agreement and/or any actions or proceedings arising hereunder or thereunder, then the Parties agree that venue shall be in any other state or federal court located within the County of New York in the State of New York having proper jurisdiction. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding

arising out of or relating to this Agreement with the Bankruptcy Court or with any other state or federal court located within the County of New York in the State of New York, or with the Singapore High Court or other court of competent jurisdiction as described above solely relating to any actions or proceedings arising out of disputes in the amount or validity of the Liquidation Claims or Non-Liquidation Receivables and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party irrevocably consents to service of process in the manner provided for notices in Section 14 hereof. Nothing in this Agreement will affect the right, or requirement, of any Party to this Agreement to serve process in any other manner permitted or required by applicable law.

13.2. *Choice of Law.* This Agreement and all claims and disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of New York and the Bankruptcy Code, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of New York or the Bankruptcy Code; provided, however, that any claims and disputes arising out of the Liquidation Claims or the Non-Liquidation Receivables shall be governed by and construed in accordance with Singaporean law except as otherwise provided in the underlying agreements or applicable law.

14. *Notices.* All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next Business Day, (c) three days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

To Lehman US at:

1271 Avenue of the Americas, 39th Floor  
New York, New York 10020  
U.S.A.  
Attn: John Suckow and Daniel J. Ehrmann  
Facsimile: (646) 834-0874

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
U.S.A.  
Attn: Lori R. Fife, Esq.  
Facsimile: (212) 310-8007

To Lehman Singapore at:

KPMG Advisory Services Pte. Ltd.  
16 Raffles Quay #22-00  
Hong Leong Building  
Singapore 048581  
Attn: Peter Chay and Martin Wong  
Facsimile: +65 62253083

With a copy (which shall not constitute notice) to:

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of Americas  
New York, New York 10036  
Attn: Thomas Moers Mayer and Daniel M. Eggermann  
Facsimile (212) 715-8000

or to such other address as may have been furnished by a Party to each of the other Parties by notice given in accordance with the requirements set forth above.

15. **Expenses.** The fees and expenses incurred by each Party (including the fees of any attorneys, accountants, investment bankers, financial advisors or any other professionals engaged by such Party) in connection with this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated hereby are consummated, will be paid by such Party.

16. **No Admission of Liability.** Each Party acknowledges that this Agreement effects a settlement of potential claims and counterclaims that might be denied and contested, and that nothing contained herein shall be construed as an admission of liability or wrongdoing.

17. **Entire Agreement.** This Agreement constitutes the entire and only agreement of the Parties concerning the subject matter hereof. This Agreement supersedes and replaces any and all prior or contemporaneous verbal or written agreements between the Parties concerning the subject matter hereof, and to the extent of any conflicts between the Amended Plan and the terms of this Agreement, the terms of this Agreement shall control. The Parties acknowledge that this Agreement is not being executed in reliance on any verbal or written agreement, promise or representation not contained herein.

18. **No Oral Modifications.** This Agreement may not be modified or amended orally. This Agreement only may be modified or amended by a writing signed by a duly authorized representative of each Party hereto. Any waiver of compliance with any term or provision of this Agreement on the part of Lehman US must be provided in a writing signed by Lehman Singapore. Any waiver of compliance with any term or provision of this Agreement on the part of Lehman Singapore must be provided in a writing signed by each Debtor and each Non-Debtor Affiliate. No waiver of any breach of any term or provision of this Agreement shall be construed as a waiver of any subsequent breach.

19. **Construction.** This Agreement constitutes a fully negotiated agreement among commercially sophisticated parties and therefore shall not be construed or interpreted for or against any Party, and any rule or maxim of construction to such effect shall not apply to this Agreement.

20. **Binding Effect; Successor and Assigns.** Any declaration, representation or statement of the Lehman Singapore Liquidators shall only be made in their capacity and function as the Joint and Several Liquidators of the Lehman Singapore Liquidation Companies, and shall in no circumstance be construed as being a declaration, representation or statement of the Lehman Singapore Liquidators on their own and personal behalf. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns; provided, however, that no Party may assign its rights or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any assignment not in accordance with the terms hereof shall be null and void *ab initio*.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart.

22. **Headings; Schedules and Exhibits.** The headings utilized in this Agreement are designed for the sole purpose of facilitating ready reference to the subject matter of this Agreement. Said headings shall be disregarded when resolving any dispute concerning the meaning or interpretation of any

language contained in this Agreement. References to sections, unless otherwise indicated, are references to sections of this Agreement. All Schedules to this Agreement are hereby made a part hereof and incorporated herein by reference for all purposes. Reference to any Schedule herein shall be to the Schedules attached hereto.

23. **No Personal Liability.** The Parties acknowledge and agree that this Agreement and all actions and measures contained herein or following herefrom do not and will not give rise to any personal liability on the part of the Lehman Singapore Liquidators, their firm and its partners and employees, and their representatives or other professional advisors, and to the extent any such personal liability existed, the Parties explicitly waive any and all potential rights and claims against them, their firm and its partners and employees, and their representatives and other professional advisors, personally. Lehman Singapore further acknowledges and agrees that this Agreement and all transactions and measures contained herein do not give rise to any personal liability on the part of any of the officers, directors, employees, members, consultants, asset managers, representatives or professional advisors of Lehman US and to the extent any such personal liability existed, Lehman Singapore explicitly waives any and all potential rights and claims against all of the aforementioned persons. Any claim by a Party against the Lehman Singapore Liquidators or the Lehman Singapore Liquidation Companies arising under or relating to this Agreement shall only be satisfied out of the assets of the insolvency estate of the relevant Lehman Singapore Liquidation Company, and any claim by a Party against Lehman US arising under or relating to this Agreement shall only be satisfied out of the assets of such Debtor or such Non-Debtor Affiliate.

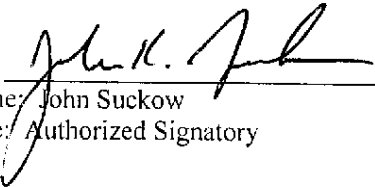
24. **Severability and Construction.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Parties. Upon any determination that any term or other provision is invalid, illegal, or incapable of being enforced, each Party hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of this Agreement as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

25. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH OR IN RESPECT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY OR ARISING OUT OF ANY EXERCISE BY ANY PARTY OF ITS RESPECTIVE RIGHTS UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND WITH RESPECT TO ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF THE PARTIES HERETO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 25 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER. THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

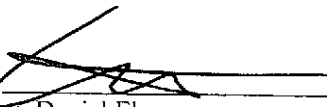


IN WITNESS WHEREOF, each Party by his or its duly authorized representative has executed this Agreement as of the date first written above:

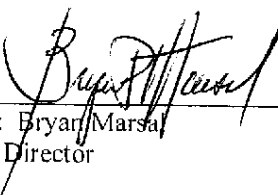
LEHMAN BROTHERS HOLDINGS INC.,  
LEHMAN COMMERCIAL PAPER INC.,  
LEHMAN BROTHERS COMMODITY  
SERVICES INC., LEHMAN BROTHERS  
SPECIAL FINANCING INC., LEHMAN  
BROTHERS OTC DERIVATIVES INC.,  
LEHMAN BROTHERS COMMERCIAL  
CORPORATION, LB 745 LLC, PAMI STATLER  
ARMS LLC, CES AVIATION LLC, CES  
AVIATION V LLC, CES AVIATION IX LLC,  
LEHMAN SCOTTISH FINANCE L.P., BNC  
MORTGAGE LLC, LB ROSE RANCH LLC,  
STRUCTURED ASSET SECURITIES  
CORPORATION, LB 2080 KALAKAUA  
OWNERS LLC, MERIT LLC, LB PREFERRED  
SOMERSET LLC, LB SOMERSET LLC, as  
Debtors and Debtors in Possession

By:   
Name: John Suckow  
Title: Authorized Signatory

LEHMAN BROTHERS DERIVATIVES  
PRODUCTS INC., LEHMAN BROTHERS  
FINANCIAL PRODUCTS INC., EAST DOVER  
LIMITED, LUXEMBOURG RESIDENTIAL  
PROPERTIES LOAN FINANCE S.A.R.L., as  
Debtors and Debtors in Possession

By:   
Name: Daniel Ehrmann  
Title: Authorized Signatory

LEHMAN BROTHERS GLOBAL SERVICES  
LIMITED

By:   
Name: Bryan Marsa  
Title: Director

LEHMAN BROTHERS FINANCE ASIA PTE. LTD.  
(IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors'  
Voluntary Liquidation) and on behalf of Bob Yap Cheng  
Ghee and Tay Puay Cheng as Joint and Several  
Liquidators of Lehman Brothers Finance Asia Pte. Ltd.  
(In Creditors' Voluntary Liquidation), without personal  
liability

LEHMAN BROTHERS COMMODITIES PTE. LTD.  
(IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Commodities Pte. Ltd. (In Creditors'  
Voluntary Liquidation) and on behalf of Bob Yap Cheng  
Ghee and Tay Puay Cheng as Joint and Several  
Liquidators of Lehman Brothers Commodities Pte. Ltd.  
(In Creditors' Voluntary Liquidation), without personal  
liability

LEHMAN BROTHERS PACIFIC HOLDINGS PTE.  
LTD. (IN CREDITORS' VOLUNTARY  
LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Pacific Holdings Pte. Ltd. (In  
Creditors' Voluntary Liquidation) and on behalf of Bob  
Yap Cheng Ghee and Tay Puay Cheng as Joint and  
Several Liquidators of Lehman Brothers Pacific  
Holdings Pte. Ltd. (In Creditors' Voluntary  
Liquidation), without personal liability

IN WITNESS WHEREOF, each Party by his or its duly authorized representative has executed this Agreement as of the date first written above:

LEHMAN BROTHERS HOLDINGS INC.,  
LEHMAN COMMERCIAL PAPER INC.,  
LEHMAN BROTHERS COMMODITY  
SERVICES INC., LEHMAN BROTHERS  
SPECIAL FINANCING INC., LEHMAN  
BROTHERS OTC DERIVATIVES INC.,  
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CORPORATION, LB 745 LLC, PAMI STATLER  
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AVIATION V LLC, CES AVIATION IX LLC,  
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MORTGAGE LLC, LB ROSE RANCH LLC,  
STRUCTURED ASSET SECURITIES  
CORPORATION, LB 2080 KALAKAUA  
OWNERS LLC, MERIT LLC, LB PREFERRED  
SOMERSET LLC, LB SOMERSET LLC, as  
Debtors and Debtors in Possession

By: \_\_\_\_\_  
Name: John Suckow  
Title: Authorized Signatory

LEHMAN BROTHERS DERIVATIVES  
PRODUCTS INC., LEHMAN BROTHERS  
FINANCIAL PRODUCTS INC., EAST DOVER  
LIMITED, LUXEMBOURG RESIDENTIAL  
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By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Authorized Signatory

LEHMAN BROTHERS GLOBAL SERVICES  
LIMITED

By: \_\_\_\_\_  
Name: Bryan Marsal  
Title: Director

LEHMAN BROTHERS FINANCE ASIA PTE. LTD.  
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OWNERS LLC, MERIT LLC, LB PREFERRED  
SOMERSET LLC, LB SOMERSET LLC, as  
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Name: John Suckow  
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PRODUCTS INC., LEHMAN BROTHERS  
FINANCIAL PRODUCTS INC., EAST DOVER  
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PROPERTIES LOAN FINANCE S.A.R.L., as  
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LEHMAN BROTHERS GLOBAL SERVICES  
LIMITED

By: \_\_\_\_\_  
Name: Bryan Marsal  
Title: Director

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(IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

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By: \_\_\_\_\_  
Name: John Suckow  
Title: Authorized Signatory

LEHMAN BROTHERS DERIVATIVES PRODUCTS INC., LEHMAN BROTHERS FINANCIAL PRODUCTS INC., EAST DOVER LIMITED, LUXEMBOURG RESIDENTIAL PROPERTIES LOAN FINANCE S.A.R.L., as Debtors and Debtors in Possession

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Authorized Signatory

LEHMAN BROTHERS GLOBAL SERVICES LIMITED

By: \_\_\_\_\_  
Name: Bryan Marsal  
Title: Director

LEHMAN BROTHERS FINANCE ASIA PTE. LTD. (IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation) and on behalf of Bob Yap Cheng Ghee and Tay Puay Cheng as Joint and Several Liquidators of Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation), without personal liability

LEHMAN BROTHERS COMMODITIES PTE. LTD. (IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

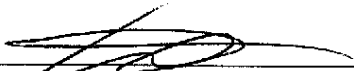
Chay Fook Yuen, as a Joint and Several Liquidator of Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation) and on behalf of Bob Yap Cheng Ghee and Tay Puay Cheng as Joint and Several Liquidators of Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation), without personal liability

LEHMAN BROTHERS PACIFIC HOLDINGS PTE. LTD. (IN CREDITORS' VOLUNTARY LIQUIDATION)


By:  \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors' Voluntary Liquidation) and on behalf of Bob Yap Cheng Ghee and Tay Puay Cheng as Joint and Several Liquidators of Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors' Voluntary Liquidation), without personal liability

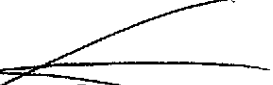
REVIVAL HOLDINGS LIMITED

By:   
Name: Daniel Ehrmann  
Title: Director

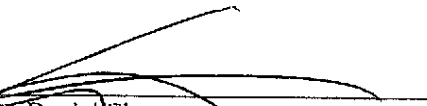
PRINCIPAL TRANSACTIONS INC.

By:   
Name: Daniel Ehrmann  
Title: Vice President

FALCON HOLDINGS II INC.

By:   
Name: Daniel Ehrmann  
Title: Director

LEHMAN BROTHERS PA LLC

By:   
Name: Daniel Ehrmann  
Title: Vice-President

LEHMAN BROTHERS ASIA PACIFIC (SINGAPORE) PTE. LTD. (IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation) and on behalf of Bob Yap Cheng Ghee and Tay Puay Cheng as Joint and Several Liquidators of Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation), without personal liability

LEHMAN BROTHERS INVESTMENTS PTE LTD (IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation) and on behalf of Bob Yap Cheng Ghee and Tay Puay Cheng as Joint and Several Liquidators of Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation), without personal liability

LEHMAN BROTHERS SINGAPORE PTE. LTD.

By: \_\_\_\_\_

Chow Wing Lun Philip, as a Director of Lehman Brothers Singapore Pte. Ltd., without personal liability

REVIVAL HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

PRINCIPAL TRANSACTIONS INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice President

FALCON HOLDINGS II INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

LEHMAN BROTHERS PA LLC

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice-President

LEHMAN BROTHERS ASIA PACIFIC  
(SINGAPORE) PTE. LTD. (IN CREDITORS'  
VOLUNTARY LIQUIDATION)

By:  \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In  
Creditors' Voluntary Liquidation) and on behalf of Bob  
Yap Cheng Ghee and Tay Puay Cheng as Joint and  
Several Liquidators of Lehman Brothers Asia Pacific  
(Singapore) Pte. Ltd. (In Creditors' Voluntary  
Liquidation), without personal liability

LEHMAN BROTHERS INVESTMENTS PTE LTD  
(IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Investments Pte Ltd (In Creditors'  
Voluntary Liquidation) and on behalf of Bob Yap Cheng  
Ghee and Tay Puay Cheng as Joint and Several  
Liquidators of Lehman Brothers Investments Pte Ltd (In  
Creditors' Voluntary Liquidation), without personal  
liability

LEHMAN BROTHERS SINGAPORE PTE. LTD.

By: \_\_\_\_\_

Chow Wing Lun Philip, as a Director of Lehman  
Brothers Singapore Pte. Ltd., without personal liability

REVIVAL HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

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By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice President

FALCON HOLDINGS II INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

LEHMAN BROTHERS PA LLC

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice-President

LEHMAN BROTHERS ASIA PACIFIC  
(SINGAPORE) PTE. LTD. (IN CREDITORS'  
VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In  
Creditors' Voluntary Liquidation) and on behalf of Bob  
Yap Cheng Ghee and Tay Puay Cheng as Joint and  
Several Liquidators of Lehman Brothers Asia Pacific  
(Singapore) Pte. Ltd. (In Creditors' Voluntary  
Liquidation), without personal liability

LEHMAN BROTHERS INVESTMENTS PTE LTD  
(IN CREDITORS' VOLUNTARY LIQUIDATION)

By:  \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Investments Pte Ltd (In Creditors'  
Voluntary Liquidation) and on behalf of Bob Yap Cheng  
Ghee and Tay Puay Cheng as Joint and Several  
Liquidators of Lehman Brothers Investments Pte Ltd (In  
Creditors' Voluntary Liquidation), without personal  
liability

LEHMAN BROTHERS SINGAPORE PTE. LTD.

By: \_\_\_\_\_

Chow Wing Lun Philip, as a Director of Lehman  
Brothers Singapore Pte. Ltd., without personal liability

REVIVAL HOLDINGS LIMITED

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

PRINCIPAL TRANSACTIONS INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice President

FALCON HOLDINGS II INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

LEHMAN BROTHERS PA LLC

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Vice-President

LEHMAN BROTHERS ASIA PACIFIC  
(SINGAPORE) PTE. LTD. (IN CREDITORS'  
VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In  
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Yap Cheng Ghee and Tay Puay Cheng as Joint and  
Several Liquidators of Lehman Brothers Asia Pacific  
(Singapore) Pte. Ltd. (In Creditors' Voluntary  
Liquidation), without personal liability

LEHMAN BROTHERS INVESTMENTS PTE LTD  
(IN CREDITORS' VOLUNTARY LIQUIDATION)

By: \_\_\_\_\_

Chay Fook Yuen, as a Joint and Several Liquidator of  
Lehman Brothers Investments Pte Ltd (In Creditors'  
Voluntary Liquidation) and on behalf of Bob Yap Cheng  
Ghee and Tay Puay Cheng as Joint and Several  
Liquidators of Lehman Brothers Investments Pte Ltd (In  
Creditors' Voluntary Liquidation), without personal  
liability

LEHMAN BROTHERS SINGAPORE PTE. LTD.

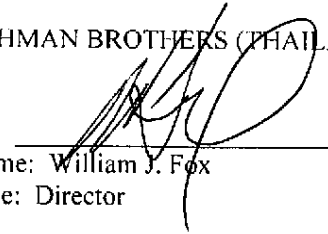
By:  \_\_\_\_\_

Chow Wing Lun Philip, as a Director of Lehman  
Brothers Singapore Pte. Ltd., without personal liability



LEHMAN BROTHERS (THAILAND) LIMITED

LEHMAN BROTHERS PTE LTD

By:   
Name: William J. Fox  
Title: Director

By: \_\_\_\_\_

Catherine Loh Phui Yee, as a Director of Lehman Brothers Pte Ltd, without personal liability

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director

LEHMAN BROTHERS CAPITAL (THAILAND) LIMITED

LEHMAN BROTHERS BANGKOK RIVERSIDE DEVELOPMENT PTE. LTD.

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director

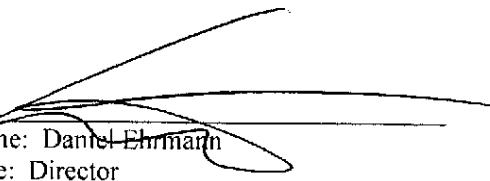
By: \_\_\_\_\_

Hamish Alexander Christie, as a Director of Lehman Brothers Bangkok Riverside Development Pte. Ltd., without personal liability

By: \_\_\_\_\_  
Name: Matthew William Minnillo  
Title: Director

LEHMAN BROTHERS OPPORTUNITY HOLDINGS INC.

LEHMAN BROTHERS SECURITIES TAIWAN LIMITED

By:   
Name: Daniel Ehrmann  
Title: Director

By: \_\_\_\_\_

Chay Fook Yuen, as a Chairman of Lehman Brothers Securities Taiwan Limited, without personal liability


LEHMAN BROTHERS (THAILAND) LIMITED

LEHMAN BROTHERS PTE LTD

By: \_\_\_\_\_  
Name: William J. Fox  
Title: Director

By: \_\_\_\_\_

Catherine Loh Phui Yee, as a Director of Lehman Brothers Pte Ltd, without personal liability

By:  \_\_\_\_\_ y  
Name: Paul Forgue  
Title: Director

LEHMAN BROTHERS CAPITAL (THAILAND) LIMITED

LEHMAN BROTHERS BANGKOK RIVERSIDE DEVELOPMENT PTE. LTD.

By:  \_\_\_\_\_ +  
Name: Paul Forgue  
Title: Director

By: \_\_\_\_\_

Hamish Alexander Christie, as a Director of Lehman Brothers Bangkok Riverside Development Pte. Ltd., without personal liability

By:  \_\_\_\_\_  
Name: Matthew William Minnillo  
Title: Director

LEHMAN BROTHERS OPPORTUNITY HOLDINGS INC.

LEHMAN BROTHERS SECURITIES TAIWAN LIMITED

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

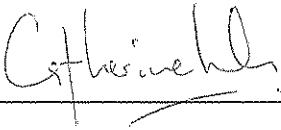
By: \_\_\_\_\_

Chay Fook Yuen, as a Chairman of Lehman Brothers Securities Taiwan Limited, without personal liability

LEHMAN BROTHERS (THAILAND) LIMITED

By: \_\_\_\_\_  
Name: William J. Fox  
Title: Director

LEHMAN BROTHERS PTE LTD

By:  \_\_\_\_\_

Catherine Loh Phui Yee, as a Director of Lehman Brothers Pte Ltd, without personal liability

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director

LEHMAN BROTHERS CAPITAL (THAILAND) LIMITED

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director

LEHMAN BROTHERS BANGKOK RIVERSIDE DEVELOPMENT PTE. LTD.

By: \_\_\_\_\_

Hamish Alexander Christie, as a Director of Lehman Brothers Bangkok Riverside Development Pte. Ltd., without personal liability

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Name: Matthew William Minnillo  
Title: Director

LEHMAN BROTHERS OPPORTUNITY HOLDINGS INC.

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

LEHMAN BROTHERS SECURITIES TAIWAN LIMITED

By: \_\_\_\_\_

Chay Fook Yuen, as a Chairman of Lehman Brothers Securities Taiwan Limited, without personal liability

LEHMAN BROTHERS (THAILAND) LIMITED

LEHMAN BROTHERS PTE LTD

By: \_\_\_\_\_

Name: William J. Fox

Title: Director

By: \_\_\_\_\_

Catherine Loh Phui Yee, as a Director of Lehman Brothers Pte Ltd, without personal liability

By: \_\_\_\_\_

Name: Paul Forgue

Title: Director

LEHMAN BROTHERS CAPITAL (THAILAND) LIMITED

LEHMAN BROTHERS BANGKOK RIVERSIDE DEVELOPMENT PTE. LTD.

By: \_\_\_\_\_

Name: Paul Forgue

Title: Director

By: 

Hamish Alexander Christie, as a Director of Lehman Brothers Bangkok Riverside Development Pte. Ltd., without personal liability

By: \_\_\_\_\_

Name: Matthew William Minnillo

Title: Director

LEHMAN BROTHERS OPPORTUNITY HOLDINGS INC.

LEHMAN BROTHERS SECURITIES TAIWAN LIMITED

By: \_\_\_\_\_

Name: Daniel Ehrmann

Title: Director

By: \_\_\_\_\_

Chay Fook Yuen, as a Chairman of Lehman Brothers Securities Taiwan Limited, without personal liability

LEHMAN BROTHERS (THAILAND) LIMITED

LEHMAN BROTHERS PTE LTD

By: \_\_\_\_\_  
Name: William J. Fox  
Title: Director

By: \_\_\_\_\_  
Catherine Loh Phui Yee, as a Director of Lehman  
Brothers Pte Ltd, without personal liability

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director

LEHMAN BROTHERS CAPITAL (THAILAND)  
LIMITED

LEHMAN BROTHERS BANGKOK RIVERSIDE  
DEVELOPMENT PTE. LTD.

By: \_\_\_\_\_  
Name: Paul Forgue  
Title: Director


By: \_\_\_\_\_  
Hamish Alexander Christie, as a Director of Lehman  
Brothers Bangkok Riverside Development Pte. Ltd.,  
without personal liability

By: \_\_\_\_\_  
Name: Matthew William Minnillo  
Title: Director

LEHMAN BROTHERS OPPORTUNITY  
HOLDINGS INC.

LEHMAN BROTHERS SECURITIES TAIWAN  
LIMITED

By: \_\_\_\_\_  
Name: Daniel Ehrmann  
Title: Director

By:  \_\_\_\_\_  
Chay Fook Yuen, as a Chairman of Lehman Brothers  
Securities Taiwan Limited, without personal liability

Schedule A

Proofs of Claim

<u>Debtor Against which Claim was Filed</u>	<u>Claim Number</u>	<u>Lehman Singapore Claimant</u>	<u>Amount (USD)</u>
Lehman Brothers Commercial Corporation	65148	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	155,152,038
Lehman Brothers Commodity Services Inc.	57866	Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	7,827,944
Lehman Brothers Commodity Services Inc.	65149	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	2,296,416
Lehman Brothers Commodity Services Inc.	18553	Lehman Brothers Singapore Pte. Ltd.	4,159
Lehman Brothers Holdings Inc.	65146	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	9,819
Lehman Brothers Holdings Inc.	65150	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	89,999
Lehman Brothers Holdings Inc.	65151	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	329,171
Lehman Brothers Holdings Inc.	65152	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	229,122
Lehman Brothers Holdings Inc.	67286	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	160,004,486
Lehman Brothers Holdings Inc.	57867	Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors' Voluntary Liquidation)	719,547
Lehman Brothers Holdings Inc.	18552	Lehman Brothers Pte Ltd	42,210
Lehman Brothers Holdings Inc.	18555	Lehman Brothers Pte Ltd	14,255,155
Lehman Brothers Holdings Inc.	18559	Lehman Brothers Securities Taiwan Limited	4,394,739
Lehman Brothers Holdings Inc.	18556	Lehman Brothers Singapore Pte. Ltd.	56,353,552
Lehman Brothers Special Financing Inc.	65147	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	4,852,449
Lehman Brothers Special Financing Inc.	18554	Lehman Brothers Singapore Pte. Ltd.	23

Schedule B

Liquidation Claims

<b>Lehman Singapore Entity</b>		<b>Amount</b>
<b><u>Against which Claim is Held</u></b>	<b><u>Claimant</u></b>	<b><u>(USD)</u></b>
Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Global Services Limited	23,764
Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	690,118
Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	772,261
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	2,268,197
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	369,433,956
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	24,610
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Commercial Corporation	500,000,000
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	248,725
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	53,546
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	2,228,947
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	35,357
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	5,018
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Special Financing Inc.	500,000,000
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	450,000,000
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	6,455,639
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	548,660
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Opportunity Holdings Inc.	410
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Principal Transactions Inc.	28,611
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Revival Holdings Limited	81

Schedule C

Allowed Singapore Claims

<u>Debtor against which Claim is Allowed</u>	<u>Lehman Singapore Claimant</u>	<u>Allowed Claims before Setoff (USD)</u>	<u>Available Set-off (USD)</u>	<u>Allowed Singapore Claims (USD)</u>	<u>Plan Classification</u>
Lehman Brothers Holdings Inc.	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	14,394,909	0	14,394,909	Note A
Lehman Brothers Holdings Inc.	Lehman Brothers Pte Ltd	2,138,273	0	2,138,273	4B
Lehman Brothers Holdings Inc.	Lehman Brothers Securities Taiwan Limited	659,211	(54,687)	604,524	4B
Lehman Brothers Holdings Inc.	Lehman Brothers Singapore Pte. Ltd.	10,605,107	(428,794)	10,176,313	4B
Lehman Brothers Holdings Inc.	Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors' Voluntary Liquidation)	107,932	(5,246)	102,686	4B
Lehman Brothers Holdings Inc.	Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	1,176,492	(51,369)	1,125,123	4B
Lehman Brothers Holdings Inc.	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	9,382	0	9,382	4A
Lehman Brothers Holdings Inc.	Lehman Brothers Pte Ltd	42,210	0	42,210	4A
Lehman Brothers Special Financing Inc.	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	4,266,907	0	4,266,907	5C
Lehman Brothers Special Financing Inc.	Lehman Brothers Singapore Pte. Ltd.	23	0	23	5C
Lehman Brothers Commodity Services Inc.	Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	7,843,278	0	7,843,278	5C
Lehman Brothers Commodity Services Inc.	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	1,910,000	0	1,910,000	5C
Lehman Brothers Commodity Services Inc.	Lehman Brothers Singapore Pte. Ltd.	4,192	0	4,192	5C
Lehman Brothers Commercial Corporation	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	89,140,861	0	89,140,861	5C

**Note A:** \$14,332,033 is Class 8 and \$62,876 is Class 4B.



Schedule D

Agreed Non-Debtor Receivables

<u>Non-Debtor Affiliate</u>	<u>Lehman Singapore entity</u>	<u>Agreed Non-Debtor Receivables (USD)</u>
Lehman Brothers P.A. LLC	Lehman Brothers Singapore Pte. Ltd.	54
Lehman Brothers (Thailand) Limited	Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	167,677
Lehman Brothers (Thailand) Limited	Lehman Brothers Singapore Pte. Ltd.	27
Lehman Brothers Capital (Thailand) Limited	Lehman Brothers Singapore Pte. Ltd.	21

Schedule E -1

Allowed Non-Subordinated US Claims

<b>Singapore Liquidation Company against which Claim is Allowed</b>	<b>Lehman US Claimant</b>	<b>Allowed Claims before Setoff (USD)</b>	<b>Available Set- off (USD)</b>	<b>Allowed Non- Subordinated US Claims (USD)</b>
Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	51,369	(51,369)	0
Lehman Brothers Commodities Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Global Services Limited	33,305	0	33,305
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Global Services Limited	49,455	0	49,455
Lehman Brothers Finance Asia Pte. Ltd. (In Creditors' Voluntary Liquidation)	Falcon Holdings II Inc.	1,133	0	1,133
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	19,166	0	19,166
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Opportunity Holdings Inc.	409	0	409
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Principal Transactions Inc.	28,429	0	28,429
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Revival Holdings Limited	81	0	81
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	450,000,000	0	450,000,000
Lehman Brothers Pacific Holdings Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	5,246	(5,246)	0

Schedule E-2

Allowed Subordinated US Claims

<b><u>Singapore Liquidation Company against which Claim is Allowed</u></b>	<b><u>Lehman US Claimant</u></b>	<b><u>Allowed Subordinated US Claims (USD)</u></b>
Lehman Brothers Asia Pacific (Singapore) Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	365,909,347
Lehman Brothers Investments Pte Ltd (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	6,424,896

Schedule F

Agreed Non-Liquidation Receivables

<u>Singapore Non-Liquidation Company</u>	<u>Lehman US Entity</u>	<b>Receivables before Setoff (USD)</b>	<b>Available Set- off (USD)</b>	<b>Agreed Non- Liquidation Receivables (USD)</b>
Lehman Brothers Singapore Pte. Ltd.	Lehman Brothers Holdings Inc.	428,974	(428,974)	0
Lehman Brothers Bangkok Riverside Development Pte. Ltd.	Lehman Brothers Holdings Inc.	280	0	280
Lehman Brothers Bangkok Riverside Development Pte. Ltd.	Revival Holdings Limited	184	0	184
Lehman Brothers Securities Taiwan Limited	Lehman Brothers Holdings Inc.	54,687	(54,687)	0

Schedule G

Singapore Non-Settled Claims Against Debtors

<u>Claimant</u>	<u>Debtor Against which Claim was Filed</u>	<u>Claim Number</u>	<u>Claim Amount for Voting and Reserve Purposes</u>
Sail Investor Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	57868	\$48,008,782.99
Sail Investor Pte. Ltd. (In Creditors' Voluntary Liquidation)	Lehman Brothers Holdings Inc.	57865	\$34,320.49
Lehman Brothers Investment Consulting (Shanghai) Co., Ltd.	Lehman Brothers Commodity Services Inc.	48815	\$85,857.17