

Exhibit B

(The Ashton Settlement Agreement)

TERMINATION AGREEMENT

This Termination Agreement (the "Termination Agreement") is made and entered into as of the 9th day of November 2011, by and among ELLIOTT INTERNATIONAL, L.P. ("Elliott"), ASHTON INVESTMENTS LLC ("Ashton" and, together with Elliott, the "Counterparties"), LEHMAN BROTHERS SPECIAL FINANCING INC. ("Lehman") and LEHMAN BROTHERS HOLDINGS INC. ("Holdings"), as credit support provider of Lehman (each of the foregoing a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, Lehman, Holdings and Elliott entered into one or more transactions (each a "Transaction" and, together, the "Transactions") that were governed by the ISDA Master Agreement, dated as of September 11, 1997, which included certain schedules, documents, confirmations and a guaranty of the obligations of Lehman by Holdings (collectively, the "Agreement Documents").

WHEREAS, commencing on September 15, 2008 and thereafter, Holdings and certain of its affiliates, including Lehman, each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court of the Southern District of New York (the "Bankruptcy Court").

WHEREAS, Elliott filed (i) a proof of claim (Claim # 17378) on September 18, 2009 against Lehman for amounts purportedly owed under the Agreement Documents and (ii) a proof of claim (Claim # 29060) on September 22, 2009 against Holdings, a portion of which relates to amounts purportedly owed under the Agreement Documents.

WHEREAS, Elliott represents that it assigned and transferred to Ashton (i) all of its rights, title and interest in Claim # 17378 as evidenced by that certain Rule 3001(e)(2) Notice of Transfer dated as of June 15, 2011 [LBSF Docket #238 (Case no. 08-13888)], and (ii) a portion of its rights, title and interest in Claim #29060, which portion relates to amounts purportedly owed under the Agreement Documents, as evidenced by that certain Rule 3001(e)(2) Notice of Transfer dated as of June 15, 2011 [LBHI Docket #17822 (Case no. 08-13555)] (the "Holdings Transfer Agreement").

WHEREAS, the Parties wish to terminate and/or acknowledge the termination of each Transaction under the Agreement Documents as of September 16, 2008.

WHEREAS, as of the date hereof, the Parties have agreed upon a settlement amount in favor of Counterparty in the amount of (i) the Lehman Allowed

Claim (as defined herein) in respect of the claims against Lehman arising under the Agreement Documents and (ii) the Holdings Allowed Claim (as defined herein) in respect of the claims against Holdings arising under the Agreement Documents.

NOW, THEREFORE, in consideration of the recitals set forth above and promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Allowance of General Unsecured Claim.

(a) In consideration of the termination of the Transactions under the Agreement Documents by Elliott, Lehman and Holdings hereby agree that Ashton shall have (i) an allowed, single, aggregate nonpriority general unsecured claim against Lehman in the fixed amount of \$32,257,366 in relation to proof of claim # 17378 (the "Lehman Allowed Claim") and (ii) an allowed, single, aggregate nonpriority general unsecured claim against Holdings in relation to the portion of proof of claim # 29060 referenced in the Holdings Transfer Agreement and relating to the Agreement Documents in the fixed amount of \$32,257,366 (collectively, the "Holdings Allowed Claim" and, together with the Lehman Allowed Claim and as set forth in Schedule 1 hereto, the "Allowed Claims") in full and complete satisfaction of all claims of Ashton against Lehman, Holdings and any other debtor (each, an "Other Debtor") in the Bankruptcy Cases under or in connection with the Agreement Documents and the Transactions thereunder (collectively, the "Settled Claims"); provided, however, that the aggregate recovery of Ashton in respect of the Allowed Claims shall not exceed the Lehman Allowed Claim except to the extent that a confirmed plan of reorganization provides otherwise.

Section 2. Release. Subject to Sections 14 and 15 hereof, in consideration of each other Party's execution of this Termination Agreement and the Allowed Claims, each Party on behalf of itself and any other party, person or entity claiming under or through it, hereby generally releases, discharges and acquits each other Party, and its respective current and former agents, servants, officers, directors, shareholders, employees, subsidiaries, divisions, branches, units, affiliates, parents, attorneys, successors, predecessors, heirs, personal representatives, and assigns (each of the foregoing, a "Released Party"), 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, other than the Allowed Claims and the rights and obligations of the Parties set forth under this Termination Agreement, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, accrued or unaccrued, known or unknown, matured, unmatured, liquidated or unliquidated, certain or contingent, that such releasing Party ever had or claimed to have or now has or claims to have presently or at any future date, against any Released Party arising under or related to the Agreement Documents or

the Transactions thereunder, their negotiation, execution, performance, any breaches thereof, or their termination.

Section 3. Representations. Each Party represents and warrants to each other Party that (i) subject to the entry of the Approval Order (as defined below), the execution, delivery and performance by such Party of this Termination Agreement is within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) subject to the entry of the Approval Order, this Termination Agreement has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof, (iii) it is not relying upon any statements, understandings, representations, expectations or agreements other than those expressly set forth in this Termination Agreement, (iv) it has had the opportunity to be represented and advised by legal counsel in connection with this Termination Agreement, which it enters into voluntarily and of its own choice and not under coercion or duress, (v) it has made its own investigation of the facts and is relying upon its own knowledge and the advice of its counsel, (vi) it has no expectation that any of the other Parties will disclose facts material to the Agreement Documents or this Termination Agreement except as contemplated herein and (vii) it knowingly waives any and all claims that this Termination Agreement was induced by any misrepresentation or non-disclosure and knowingly waives any and all rights to rescind or avoid this Termination Agreement based upon presently existing facts, known or unknown. Counterparties represent and warrant to Lehman and Holdings that (i) at no time on or following the commencement of the Bankruptcy Cases has it or any of its affiliates received a distribution (whether in the form of cash, in kind or otherwise) from one or more of the Issuers (as defined in that certain complaint, dated September 14, 2010, entitled *Lehman Brothers Special Financing Inc. et al. v. Bank of America National Association et al.* (Adversary Proceeding No. 10-03547 (JMP))) and (ii) to the extent the Allowed Claims include a component for collateral or other credit support that had been delivered to Lehman prior to the commencement of the Bankruptcy Cases, neither Counterparty nor any of their respective predecessors in interest has asserted claims for such collateral or credit support other than in connection with the Bankruptcy Cases. The Parties agree and stipulate that each Party is relying upon the representations and warranties in this Section in entering into the Termination Agreement. Furthermore, the Parties agree that these representations and warranties are a material inducement for entering into this Termination Agreement. These representations and warranties shall survive the execution of this Termination Agreement.

Section 4. Setoff. Each Counterparty agrees that it will not, nor will such Counterparty permit any affiliate or third party to set-off, recoup, appropriate, or otherwise apply any deposits (general, special, time or demand, provisional or final) in any currency, or any other credits, indebtedness or claims, in any currency, whether direct or indirect, absolute or contingent, matured or unmatured, that are held or owing by such Counterparty or any third party or affiliate against the Allowed Claims and such Counterparty hereby irrevocably and unconditionally waives any and all rights to do so, whether such rights arise by virtue of contract or law.

Section 5. Execution in Counterparts. This Termination Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or PDF transmission shall be as effective as delivery of a manually executed counterpart.

Section 6. Effectiveness. This Termination Agreement shall become effective upon (i) execution hereof by each of the Parties and (ii) entry of an order (the "Approval Order") pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure by the Bankruptcy Court approving this Termination Agreement, authorizing Lehman and Holdings to perform all of their obligations thereunder and ordering Epiq Systems Inc. to update the claims register to reflect the Allowed Claims. The Transactions that are not already terminated according to their terms will terminate automatically on the effective date of this Termination Agreement. Unless and until the Parties have executed this Termination Agreement and the Bankruptcy Court has entered the Approval Order, the Termination Agreement shall remain ineffective. Counterparties and Lehman agree that, within 14 calendar days of the date on which this Termination Agreement has been executed by all Parties, they shall move for entry of the Approval Order. In the event that the Bankruptcy Court does not approve this Termination Agreement, this Termination Agreement shall be null and void and of no force and effect and it shall not have any *res judicata* or collateral estoppel effect against the Parties, and each of the Parties' respective interests, rights, remedies and defenses shall be restored as if this Termination Agreement had never been executed.

Section 7. Governing Law/Jurisdiction. This Termination Agreement will be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York (including Section 5-1401 of the New York General Obligations Law), without regard to conflicts of laws principles that would require the application of the law of another jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over any action or proceeding with respect to this Termination Agreement and each Party agrees to submit to such jurisdiction and to waive any defense based on the location or jurisdiction of such court.

Section 8. Special Provision for Unknown Claims. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in the Release in Section 2. Section 1542 of the California Civil Code reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Section 9. Successors and Assigns. The provisions of this Termination Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Nothing in this agreement shall preclude the Counterparties from selling or assigning its claims, in whole or in part.

Section 10. Amendment. This Termination Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties.

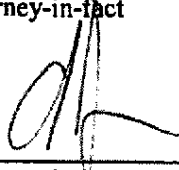
Section 11. Entire Agreement. This Termination Agreement and the Joint Instruction Letter constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 12. Construction. This Termination Agreement has been negotiated by the Parties and their respective legal counsel, and legal or equitable principles that might require the construction of this Termination Agreement or any of its provisions against the Party responsible for drafting this Termination Agreement will not apply in any construction or interpretation of this Termination Agreement.

Section 13. Other Claims. Notwithstanding anything in this Termination Agreement to the contrary, this Termination Agreement is without prejudice to, and will not affect in any way, any and all claims (other than Settled Claims), including, without limitation, Claim # 29060, other than the portion that is the subject of the Holdings Transfer Agreement, asserted by the Counterparties and/or its respective current and former agents, servants, officers, directors, shareholders, employees, subsidiaries, divisions, branches, units, affiliates, parents, attorneys, successors, predecessors, heirs, personal representatives, and assigns or any defenses or objections that may be raised in respect of such claims.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Termination Agreement on the date first written above.

ELLIOTT INTERNATIONAL, L.P.
By: Elliott International Capital Advisors Inc.
as attorney-in-fact

By: 
Name: Elliot Greenberg
Title: Vice President

ASHTON INVESTMENTS LLC

By: 
Name: Elliot Greenberg
Title: Vice President

LEHMAN BROTHERS SPECIAL
FINANCING INC.

By: _____
Name:
Title:

LEHMAN BROTHERS HOLDINGS INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Termination Agreement on the date first written above.


ELLIOTT INTERNATIONAL, L.P.

By: _____
Name:
Title:

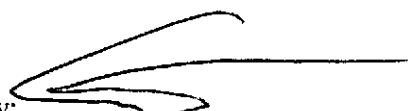
ALSTON INVESTMENTS LLC

By: _____
Name:
Title:

LEHMAN BROTHERS SPECIAL
FINANCING INC.

By: 
Name: Daniel Ehrmann
Title: VP

LEHMAN BROTHERS HOLDINGS INC.

By: 
Name: Daniel Ehrmann
Title: SVP

Schedule 1

| <u>Claim No.</u> | <u>Creditor</u> | <u>Debtor</u> | <u>Current Claim Amount</u> | <u>Allowed Claim</u> |
|-------------------------|--------------------------|--|------------------------------------|-----------------------------|
| 17376 | Ashton Investments LLC* | Lehman Brothers Special Financing Inc. | \$58,205,120.47* | \$32,257,366 |
| 29058 | Ashton Investments LLC** | Lehman Brothers Holdings Inc. | \$58,205,120.47** | \$32,257,366 |

**The original creditor with respect to Claim #17378 was Elliott International LP which subsequently assigned and transferred it to Ashton as evidenced by that certain Rule 3001(e)(2) Notice of Transfer dated as of June 15, 2011 [LBSF Docket #238 (Case no. 08-13888)].*

***The original creditor with respect to Claim #29060 was Elliott International LP which subsequently assigned and transferred to Ashton a portion of its rights, title and interest in Claim #29060 as evidenced by that certain Rule 3001(e)(2) Notice of Transfer dated as of June 15, 2011 [LBHI Docket #17822 (Case no. 08-13555)].*