

## TERMINATION AND SETTLEMENT AGREEMENT

This Termination and Settlement Agreement (the “Termination and Settlement Agreement”) dated as of September 28, 2011 among Merrill Lynch International (“MLI”), Merrill Lynch Capital Services Inc. (“MLCS”), Merrill Lynch International Bank Ltd. (“MLIB”), Merrill Lynch Bank & Trust Co. FSB (“MLBT”), Merrill Lynch Commodities Inc. (“MLCI”), Bank of America, N.A., as successor in interest to Merrill Lynch Bank USA (“ML Bank”), and Merrill Lynch Commodities (Europe) Ltd. (“MLCE,” and together with MLI, MLCS, MLIB, MLBT, MLCI and ML Bank, the “Merrill Counterparties and each a “Merrill Counterparty”) and Lehman Brothers Special Financing, Inc. (“LBSF”), Lehman Brothers Commodities Services Inc. (“LBCS”), Lehman Brothers OTC Derivatives Inc. (“LOTC”), Lehman Brothers Commercial Corporation (“LBCC”) and Lehman Brothers Holdings Inc. (“Holdings” and together with LBSF, LBCS, LOTC and LBCC, the “Lehman Entities” and each a “Lehman Entity”), each as a debtor and debtor in possession in cases under chapter 11 pending in the United States Bankruptcy Court for the Southern District of New York. The Merrill Counterparties and the Lehman Entities may each be referred to in this Termination and Settlement Agreement as a “Party” and collectively, the “Parties”.

### RECITALS

WHEREAS, the Merrill Counterparty specified in Column 2 of Exhibit A entered into one or more transactions (the “Lehman Transactions”) that were governed by an ISDA Master Agreement dated as of the date specified on Column 7 of Exhibit A with the Lehman Entity specified on Column 3 of Exhibit A, which included certain schedules, documents, confirmations and a guaranty of the obligations of the specified Lehman Entity by Holdings (as the same may have been amended from time to time, collectively, the “Lehman Agreement Documents”).

WHEREAS, on September 15, 2008, Holdings and, on several dates thereafter (as applicable, the “Commencement Date”), certain of its affiliates (collectively, including the Lehman Entities, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

WHEREAS, the chapter 11 cases of the Debtors are being jointly administered in the Bankruptcy Court as Case No. 08-13555 (collectively, the “Chapter 11 Cases”) and the Debtors are operating and managing their businesses and assets as debtors in possession.

WHEREAS, pursuant to an order of the Bankruptcy Court entered on December 16, 2008, the Bankruptcy Court established Procedures for the Settlement or Assumption and Assignment of Prepetition Derivative Contracts (as amended and/or supplemented from time to time, the “Derivatives Procedures Order”).

WHEREAS, following the commencement of the Chapter 11 Cases, certain of the Merrill Counterparties filed the proofs of claim identified on Exhibit B hereto against (a) LBSF, LBCS, LOTC and LBCC, as applicable, based on such Debtor’s alleged obligations to the Merrill Counterparty asserting such claim arising under the applicable Lehman Agreement Documents (each such Proof of Claim, a “Primary Claim”) and (b) Holdings, which includes a claim, among

other things, arising pursuant to Holdings' asserted guarantees under the Lehman Agreement Documents (the portion of such guarantee claim that relates solely to said guarantees under the Lehman Agreement Documents, the "Guarantee Claim," and together with each Primary Claim, the "Asserted Lehman Claims").

### *The Derivatives Framework*

WHEREAS, certain creditors, including the Merrill Counterparties, asserted significant amounts due from certain of the Debtors as a result of the termination of their respective derivatives transactions with such Debtors (each such creditor, a "Bank Counterparty").

WHEREAS, the Debtors engaged in extended negotiations and discussions with Bank Counterparties to formulate a uniform derivatives settlement framework for the reconciliation, settlement and allowance of the claims of the Bank Counterparties against the Debtors or to provide for the payment of obligations from Bank Counterparties to the Debtors (the "Lehman Receivables"), as applicable, to avoid extensive and costly litigation relating to such claims.

WHEREAS, the Debtors incorporated changes and made adjustments to the proposed derivatives claims settlement framework as a result of arms-length negotiations with certain Bank Counterparties.

WHEREAS, on May 31, 2011, the Debtors posted on their website (www.lehman-docket.com) a final version of the proposed derivatives settlement framework setting forth the principles and methodologies for the calculation, allowance and resolution of the claims of the Bank Counterparties against the Debtors (as updated by the Debtors' posting on their website of a corrected Grid 17, the "Framework").

WHEREAS on May 27, 2011, the Debtors proposed settlements for the allowance of claims of the Bank Counterparties against the Debtors or the payment of Lehman Receivables to the Debtors, as applicable, under their respective derivatives transactions in amounts that are calculated in accordance with the Framework (the "Initial Proposals").

WHEREAS, after further arms-length negotiations and due consideration, the Debtors offered each of the Bank Counterparties a settlement proposal for the allowance of their respective derivatives claims against certain of the Debtors that are subject to the Framework in an amount equal to the Initial Proposal multiplied by 1.1125 (such multiplier, the "Framework True-up") as a full and final resolution of all issues outstanding as to such claims independent and separate from the Lehman Receivables.

WHEREAS, on or about June 30, 2011, certain Bank Counterparties agreed to settlement agreements with the Debtors in accordance with the Derivatives Procedures Order for the allowance of their derivatives claims against the Debtors and/or the payment of Lehman Receivables to the Debtors in amounts calculated in accordance with the Framework and the Framework True-up.

WHEREAS, thereafter the Debtors continued to engage in negotiations with the non-settling Bank Counterparties (each such creditor identified on Column 2 of Exhibit A, a

“Remaining Bank Counterparty,” and the aggregate amount of derivatives claims asserted by each such Remaining Bank Counterparty against a Debtor set forth on Column 4 of Exhibit A, as reconciled from time to time between such Remaining Bank Counterparties and the Debtors, the “Asserted Claims”) seeking the settlement of their derivatives claims in amounts calculated in accordance with the Framework (such amount, as set forth on Column 5 of Exhibit A as to each Remaining Bank Counterparty and inclusive of the Framework True-up, the “Framework Value”) and/or the payment of Lehman Receivables by the Remaining Bank Counterparties to the Debtors.

WHEREAS, the Merrill Counterparties and the Lehman Entities acknowledge (a) the termination of their respective Lehman Transactions to which they were party under the applicable Lehman Agreement Documents on September 15, 2008, (b) the allowed and agreed upon amount of the Asserted Lehman Claims against the particular Lehman Entity in an amount equal to the Framework Values, and (c) the agreement and amount of the Lehman Receivables payable to certain Debtors.

WHEREAS, the Debtors may hold or have asserted avoidance claims or causes of action against the Merrill Counterparties under sections 510, 544, 545, 547, 548, 549, 550 and/or 553(b) of the Bankruptcy Code or under applicable state law in connection with the Lehman Agreement Documents (collectively, the “Avoidance Claims”).

### ***Plan Support***

WHEREAS, on September 1, 2011, the Debtors filed the *Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors* [Docket No. 19627] (as the same may be amended from time to time, the “Plan”) and the *Debtors’ Disclosure Statement for the Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors* [Docket No. 19629] (the “Disclosure Statement”).

WHEREAS, on September 1, 2011, the Bankruptcy Court entered an amended order approving the Disclosure Statement and voting procedures with respect to the Plan [Docket No. 19631].

WHEREAS, contemporaneously herewith, the Debtors and the Merrill Counterparties have entered into an agreement pursuant to which the Merrill Counterparties will support confirmation of the Plan (the “Plan Support Agreement”), subject to the terms and conditions set forth in the Plan Support Agreement.

NOW, THEREFORE, in consideration of the above recitals and good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Filing of Motion to Approve Agreement. The Debtors shall file a motion seeking approval of this Termination and Settlement Agreement by no later than September 28, 2011, after the following have occurred:

(a) the Lehman Entities and the Merrill Counterparties have executed and delivered this Termination and Settlement Agreement;

(b) the applicable Debtors and Bank of America, N.A. have executed and delivered a termination and settlement agreement acknowledging the termination of all of their derivatives transactions set forth on Exhibit A thereto and providing for the allowance of claims against the applicable Debtors in accordance with the Framework and the payment of the Lehman Receivables to the applicable Debtors (the “BANA TSA”); and

(c) the Merrill Counterparties have executed and delivered the Plan Support Agreement.

Section 2. Conditions Precedent to the Effectiveness of Agreement. This Termination and Settlement Agreement shall be effective on the first business day that all of the following have occurred (such date, the “Effective Date”):

(a) the Bankruptcy Court has entered an order approving the terms and conditions of this Termination and Settlement Agreement (the “Settlement Order”); and

(b) the Settlement Order has become a Final Order.

For purposes of this Termination and Settlement Agreement, the term “Final Order” shall mean an order of the Bankruptcy Court that has not been stayed, reversed or withdrawn and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance reasonably satisfactory to the Merrill Counterparties, or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or certiorari, reargument, or rehearing shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired. For the avoidance of doubt, the BANA TSA need not become effective in order for the Effective Date to occur.

Section 3. Termination. If the Effective Date does not occur on or before October 31, 2011 as a result of the failure to satisfy the condition set forth in Section 2(a) of this Termination and Settlement Agreement, either the Lehman Entities or the Merrill Counterparties, may, upon written notice to other Party, terminate this Termination and Settlement Agreement (a “Section 2(a) Termination Notice”). Notwithstanding anything to the contrary herein, the Merrill Counterparties may, at their sole discretion and upon written notice to the Lehman Entities (collectively with a Section 2(a) Termination Notice, a “Termination Notice”), terminate this Termination and Settlement Agreement either: (i) on any date following the 120th day after the satisfaction of the condition set forth in Section 2(a), if the Effective Date has not occurred, or (ii) if, after satisfaction of the condition set forth in Section 2(a), the Settlement Order is reversed or vacated. Upon delivery of a Termination Notice, this Termination and Settlement Agreement shall be null and void (other than this Section 3 and Section 16 through Section 22, which shall survive), and each of the Parties’ respective interests, rights, remedies and defenses (including, without limitation, with respect to the Asserted Lehman Claims) shall be fully restored without prejudice as if this Termination and Settlement Agreement had never existed.

Section 4. Allowance of General Unsecured Claims.

(a) LBSF and Holdings agree to (i) a settlement amount in favor of MLI against LBSF in the amount of \$831,628,736, which represents MLI's Framework Value in respect of the Lehman Transactions between MLI and LBSF (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLI-LBSF Settlement Amount") and (ii) a settlement amount in favor of MLI against Holdings in the MLI-LBSF Settlement Amount in respect of its Guarantee Claim against Holdings based upon Holdings' guarantee of LBSF's obligations under the applicable Lehman Transactions. MLI shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LBSF, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLI-LBSF Settlement Amount for its claims against LBSF and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLI and LBSF.

(b) LBSF and Holdings agree to (i) a settlement amount in favor of MLCS against LBSF in the amount of \$234,310,929, which represents MLCS's Framework Value in respect of the Lehman Transactions between MLCS and LBSF (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLCS-LBSF Settlement Amount") and (ii) a settlement amount in favor of MLCS against Holdings in the MLCS-LBSF Settlement Amount in respect of its Guarantee Claim against Holdings based upon Holdings' guarantee of LBSF's obligations under the applicable Lehman Transactions. MLCS shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LBSF, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLCS-LBSF Settlement Amount for its claims against LBSF and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLCS and LBSF.

(c) LBSF and Holdings agree to (i) a settlement amount in favor of MLIB against LBSF in the amount of \$49,012,965, which represents MLIB's Framework Value in respect of the Lehman Transactions between MLIB and LBSF (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLIB-LBSF Settlement Amount") and (ii) a settlement amount in favor of MLIB against Holdings in the MLIB-LBSF Settlement Amount in respect of its Guarantee Claim against Holdings based upon Holdings' guarantee of LBSF's obligations under the applicable Lehman Transactions. MLIB shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LBSF, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLIB-LBSF Settlement Amount for its claims against LBSF and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLIB and LBSF.

(d) LBSF and Holdings agree to (i) a settlement amount in favor of MLBT against LBSF in the amount of \$3,008,441, which represents MLBT's Framework Value in respect of the Lehman Transactions between MLBT and LBSF (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLBT-LBSF Settlement Amount") and (ii) a settlement amount in favor of MLBT against Holdings in the MLBT-LBSF Settlement Amount in respect of its Guarantee Claim against Holdings based upon

Holdings' guarantee of LBSF's obligations under the applicable Lehman Transactions. MLBT shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LBSF, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLBT-LBSF Settlement Amount for its claims against LBSF and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLBT and LBSF.

(e) LBCS and Holdings agree to (i) a settlement amount in favor of MLCI against LBCS in the amount of \$16,700,273, which represents MLCI's Framework Value in respect of the Lehman Transactions between MLCI and LBCS (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLCI-LBCS Settlement Amount") and (ii) a settlement amount in favor of MLCI against Holdings in the MLCI-LBCS Settlement Amount in respect of its Guarantee Claim against Holdings based upon Holdings' guarantee of LBCS's obligations under the applicable Lehman Transactions. MLCI shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LBCS, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLCI-LBCS Settlement Amount for its claims against LBCS and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLCI and LBCS.

(f) LOTC and Holdings agree to (i) a settlement amount in favor of MLI against LOTC in the amount of \$10,266,107, which represents MLI's Framework Value in respect of the Lehman Transactions between MLI and LOTC (as such amount may be increased from time to time pursuant to Section 12 of this Termination and Settlement Agreement, the "MLI-LOTC Settlement Amount") and (ii) a settlement amount in favor of MLI against Holdings in the MLI-LOTC Settlement Amount in respect of its Guarantee Claim against Holdings based upon Holdings' guarantee of LOTC's obligations under the applicable Lehman Transactions. MLI shall have (i) an allowed, nonpriority, non-subordinated, general unsecured claim against LOTC, and (ii) an allowed, nonpriority, non-subordinated, general unsecured claim against Holdings, in each case, in the MLI-LOTC Settlement Amount for its claims against LOTC and Holdings under or in connection with the Lehman Agreement Documents governing the Lehman Transactions between MLI and LOTC.

(g) All of the claims allowed pursuant to Section 4(a) – (f) hereof shall collectively be referred to as the "Allowed Lehman Claims." The Allowed Lehman Claims shall not be subject to (i) objections or defenses, whether by way of netting, set off, recoupment, counterclaim, crossclaim, disallowance, including without limitation under section 502(d) of the Bankruptcy Code, reconsideration under section 502(j) of the Bankruptcy Code, or otherwise, or (ii) any claim under section 510 of the Bankruptcy Code or otherwise that would have the effect of subordinating such claims to the claims of other general unsecured creditors or other creditors having the same or lower priority to general unsecured creditors. Notwithstanding the allowance of the Allowed Lehman Claims hereunder, the treatment of any such Allowed Lehman Claims, including any distributions in respect of such Allowed Lehman Claims, shall be subject to the terms of a confirmed and effective chapter 11 plan in the Chapter 11 Cases.

Section 5. Payment of Lehman Receivables. Within ten (10) business days of any initial distribution, payment or transfer made by any of the Debtors to any of the Merrill

Counterparties under a confirmed and effective chapter 11 plan in the Chapter 11 Cases, the following Lehman Receivables shall be paid by the specified Merrill Counterparty to the specified Lehman Entity:

(a) ML Bank shall pay to LBSF \$1,534,579 in full and complete satisfaction of all claims of LBSF against ML Bank under or in connection with the Lehman Transactions between LBSF and ML Bank.

(b) MLCE shall pay to LBCS \$3,536,995 in full and complete satisfaction of all claims of LBCS against MLCE under or in connection with the Lehman Transactions between LBCS and MLCE.

(c) MLIB shall pay to LBCC \$4,162,280 in full and complete satisfaction of all claims of LBCC against MLIB under or in connection with the Lehman Transactions between LBCC and MLIB.

(d) MLCS shall pay to LBCC \$2,661,898 in full and complete satisfaction of all claims of LBCC against MLCS under or in connection with the Lehman Transaction between LBCC and MLCS.

All Lehman Receivables payable by the Merrill Counterparties shall be paid in cash in the amount stated by wire transfer without deduction, set-off or counterclaim of any kind. The Merrill Counterparties may in their sole discretion prepay any Lehman Receivable at any time without penalty. No interest shall accrue on the Lehman Receivables payable by the Merrill Counterparties.

Section 6. VAT. All settlement amounts and Lehman Receivable amounts referred to in this Termination and Settlement Agreement are exclusive of VAT. Any VAT properly chargeable in relation to such amounts shall be payable in addition to such amount on receipt of a valid VAT invoice. "VAT" means UK value added tax pursuant to the Value Added Tax Act 1994 or similar tax arising in any other jurisdiction.

Section 7. Claims Register. In order to reflect the entry into this Termination and Settlement Agreement, the Parties hereto acknowledge and agree that (a) the Asserted Lehman Claims are each hereby deemed amended to the extent necessary to reflect the terms of the settlement reached in this Termination and Settlement Agreement and/or to reflect the reconciliation of the Asserted Lehman Claims that has been ongoing among the Merrill Counterparties and the Lehman Entities, which reconciliation has been completed as of the date hereof, (b) none of the Debtors shall join or support, and the Debtors shall file a response in opposition to, any objection to all or any portion of the Asserted Lehman Claims or any derivative or guarantee questionnaire filed in connection therewith, and (c) the Debtors shall not propose, file or support any Chapter 11 plan or any other pleading in any of the Chapter 11 Cases that is inconsistent with the terms and conditions of this Termination and Settlement Agreement. Promptly after the Effective Date, the Lehman Entities and the Merrill Counterparties shall execute and submit joint instructions to Epiq Bankruptcy Solutions, LLC, requesting that the claims register in the Chapter 11 Cases be amended (i) to reflect the allowance and/or disallowance of the Asserted Lehman Claims in accordance with the terms set forth herein, and (ii) if necessary, to

reflect any increase to the Allowed Lehman Claims in accordance with Section 12 of this Termination and Settlement Agreement.

Section 8. Releases and Covenants Not to Sue by the Debtor Releasors.

(a) Upon the Effective Date and except as to the rights and obligations of the Parties as set forth in this Termination and Settlement Agreement, each of the Lehman Entities on behalf of itself, its estate, and any other party, person or entity claiming under or through it (each of the foregoing, a “Debtor Releasor”), hereby generally releases, discharges, waives and acquits, unconditionally and irrevocably, each of the Merrill Counterparties and its 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 Counterparty”), 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, including, without limitation, the Avoidance Claims, 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 Debtor Releasor ever had or claimed to have or now has or claims to have presently or at any future date, against any Released Counterparty arising under or related to the Asserted Lehman Claims, the Lehman Agreement Documents, the Lehman Transactions or the negotiation, execution, performance, termination or any breaches thereof (the foregoing released claims, the “Debtor Released Claims”).

(b) Each Debtor Releasor covenants not to sue upon or assert against a Released Counterparty, or any person or entity whether or not a Party to this Termination and Settlement Agreement, in any court or other forum any claim of any kind related to the Lehman Agreement Documents, the Lehman Transactions or the performance, breach, liquidation, termination or acceleration thereof, except with respect to a claimed breach by a Merrill Counterparty of one or more of the terms of this Termination and Settlement Agreement.

Section 9. Releases and Covenants Not to Sue by the Counterparty Releasors.

(a) Upon the Effective Date and except as to the rights and obligations of the Parties set forth in this Termination and Settlement Agreement, each of the Merrill Counterparties on behalf of itself and any other party, person or entity claiming under or through it (each of the foregoing, a “Counterparty Releasor”), hereby generally releases, discharges, waives and acquits, unconditionally and irrevocably, each of the Lehman Entities, 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 Debtor 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, 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 Counterparty Releasor ever had or claimed to have or now has or claims to have presently or at any future date, against any Released Debtor Party arising under or related to the Asserted Lehman Claims, the Lehman Agreement Documents, the Lehman Transactions or the negotiation, execution, performance, termination or any breaches thereof (the foregoing released claims, the “Counterparty Released Claims,” and together with the Debtor Released Claims, the “Released Claims”).

(b) Each Counterparty Releasor covenants not to sue upon or assert against a Released Debtor Party, or any person or entity whether or not a Party to this Termination and Settlement Agreement, in any court or other forum any claim of any kind related to the Lehman Agreement Documents, the Lehman Transactions or the performance, breach, liquidation, termination or acceleration thereof, except with respect to a claimed breach by a Lehman Entity of one or more of the terms of this Termination and Settlement Agreement.

Section 10. No Effect on Claims Other than Released Claims. Each of (a) the Lehman Entities, on behalf of itself and each of the other Debtor Releasors, on the one hand, and (b) Merrill Counterparties, on behalf of itself and each of the other Counterparty Releasors, on the other hand, expressly reserves, and nothing herein shall impair, all of its rights, actions, defenses, objections, causes of action and claims it might have against the other that are not Released Claims, including, without limitation, any claims asserted by any Counterparty Releasor in a fiduciary or similar capacity for the benefit a party other than Counterparty Releasor (e.g., as trustee, as custodian, as agent or otherwise on behalf of a third party including, without limitation, on behalf of any customer or employee pension plans of any Counterparty Releasor). Nothing herein shall impair the rights and defenses of any of the Debtor Releasors, the Counterparty Releasors or any other person or entity with respect to any claims or causes of action that are not Released Claims.

Section 11. 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 Releases in Section 8 and Section 9. 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 12. Claims Adjustment. From time to time, the Framework Value of the Merrill Counterparties whose claims are allowed pursuant to Section 4 hereof may be increased pursuant to this section to a maximum of the Merrill Counterparty’s Asserted Claims with respect to the corresponding Lehman Transactions.

(a) Subject to Section 12(b), if after the execution and delivery of this Termination and Settlement Agreement by the Parties any of the Debtors enters into a binding settlement agreement with, or files a chapter 11 plan or any other pleading that provides for a settlement with, a Remaining Bank Counterparty that provides for the allowance of its Asserted

Claims in an aggregate amount that is greater than such Remaining Bank Counterparty's Framework Value (each such Remaining Bank Counterparty, a "Non-Framework Creditor") and any such settlement, a "Non-Framework Settlement"), the MLI-LBSF Settlement Amount, the MLCS-LBSF Settlement Amount, the MLIB-LBSF Settlement Amount, the MLBT-LBSF Settlement Amount, MLCI-LBCS Settlement Amount and the MLI-LOTG Settlement Amount shall each automatically be increased to an amount equal to the product of (i) the Framework Value corresponding to such settlement amount as set forth in Section 4 hereof and (ii) the quotient of (A) the Non-Framework Creditor's aggregate allowed claim amount pursuant to its Non-Framework Settlement Agreement, divided by (B) such Non-Framework Creditor's Framework Value.

(b) If any of the Debtors enters into a Non-Framework Settlement with a Non-Framework Creditor after the execution and delivery of this Termination and Settlement Agreement, the claim amount increases in Section 12(a) shall not apply if any of the following occur:

(i) the Debtors have objected to, opposed or otherwise commenced and prosecuted litigation with reasonable diligence against such Non-Framework Creditor in any judicial forum to challenge the allowance of such Remaining Bank Counterparty's derivatives claims, in whole or in part, in an amount that is not calculated in accordance with the Framework (collectively, the "Litigation") and such Litigation has been pending, including any appeals, for a period of at least eighteen (18) months following the later of (A) the Effective Date and (B) the date on which such Litigation was commenced;

(ii) the Bankruptcy Court or any other trial court has entered an order allowing, over the Debtors' opposition and reasonably diligent prosecution of its objection, such Non-Framework Creditor's Asserted Claims in an amount greater than such Non-Framework Creditor's Framework Value;

(iii) the Non-Framework Settlement, including any chapter 11 plan that may incorporate such Non-Framework Settlement, has not become effective; or

(iv) the allowance of such Non-Framework Creditor's Asserted Claims in an amount in excess of such Non-Framework Creditor's Framework Value is solely as a result of incomplete, inaccurate or improper data regarding trades or collateral between the Lehman Entities and such Non-Framework Creditor, a mathematical miscalculation of such Non-Framework Creditor's Framework Value or some other factual mistake, but is not as a result of a modification of or deviation from the application of the principles set forth in the Framework.

(c) In addition, the Lehman Entities shall provide to the Merrill Counterparties, no later than the fifth business day of each calendar quarter following the Effective Date, an officer's certificate in the form attached hereto as Exhibit C informing the Merrill Counterparties whether the Debtors have entered into any settlement with a Remaining Bank Counterparty of its Asserted Claims after the Effective Date, and, if so, the amount of such settlement and the Framework Value for such Remaining Bank Counterparty. If the Merrill Counterparties have been advised of a settlement with a Remaining Bank Counterparty of its Asserted Claims after the Effective Date, upon a reasonable request from the Merrill Counterparties, a representative of the Merrill Counterparties may audit the Lehman Entities in a reasonable manner for purposes of

determining whether Section 12(a) and (b) of this Termination and Settlement Agreement have been triggered; *provided, however*, that the Merrill Counterparties acknowledge and agree that all of the Bank Counterparties may not conduct more than two audits in the aggregate in respect of a settlement with a Non-Framework Creditor; *provided, further* that, subject to the foregoing, in the event that the Debtors have received an audit request from any other Bank Counterparty within the 60 days prior to the request from the Merrill Counterparties, the Debtors may delay the audit by the Merrill Counterparties until 60 days have elapsed from such prior audit request; *provided, further* that, the Lehman Entities shall provide to each Merrill Counterparty the results of any audit conducted by a Bank Counterparty that is not affiliated with a Merrill Counterparty.

(d) At all relevant times after the Effective Date, the Debtors shall use the amount that properly reflects all adjustments made pursuant to this Section 12 to calculate the amount of the Allowed Lehman Claims for all relevant purposes in the Chapter 11 Cases, including voting on and distributions under any Chapter 11 plan.

(e) The Merrill Counterparties agree that, notwithstanding anything to the contrary contained in any other agreement of the Parties, the Lehman Entities may provide notice of this Termination and Settlement Agreement, including the Framework Values, Asserted Claims and allowed claim amounts of the Merrill Counterparties, to other Bank Counterparties as necessary to comply with any similar notice and audit obligations of the Debtors.

Section 13. No Opposition to Framework. The Merrill Counterparties agree not to oppose, object to or join in or support any objection to, the application of the Framework to the Asserted Claims of other Bank Counterparties and other claimants that have filed derivative claims against the Debtors, including, without limitation, in connection with any (a) objection by the Debtors to the allowance of derivative claims that are not calculated in accordance with the Framework or (b) request by the Debtors for estimation of derivative claims in amounts that are calculated in accordance with the Framework for purposes of voting on or maintaining reserves pursuant to a chapter 11 plan.

Section 14. Setoff. Each of the Merrill Counterparties agrees that it will not, nor will it permit any controlled affiliate, assigns 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 it or any third party or affiliate to the Lehman Entities or any of the Debtors against the Allowed Lehman Claims. Each of the Merrill Counterparties hereby irrevocably and unconditionally waives any and all rights to do so, whether such rights arise by virtue of contract or law, including, without limitation, any purported right to set off the Allowed Lehman Claims against (i) any amount payable to a Lehman Entity or any of the Debtors by an entity other than the Merrill Counterparty that holds the applicable Allowed Lehman Claim, or (ii) any amount payable by a Merrill Counterparty to a Lehman Entity or a Debtor other than the Lehman Entity against which the applicable Allowed Lehman Claim has been allowed. Without limiting the foregoing, under no circumstance shall any Counterparty withhold payment to any Lehman Entity or any Debtor on the basis of a right to purportedly set-off the Allowed Lehman Claims.

Section 15. Representations.

(a) Each Party represents and warrants to each other Party that (i) subject to Bankruptcy Court approval in the case of the Lehman Entities, the execution, delivery, and performance by such Party of this Termination and Settlement Agreement and the transactions contemplated under this Termination and Settlement Agreement are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) this Termination and Settlement Agreement has been duly executed and delivered by such Party and, subject to Bankruptcy Court approval in the case of the Lehman Entities, 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 and Settlement Agreement, (iv) it has had the opportunity to be represented and advised by legal counsel in connection with this Termination and Settlement Agreement, which it enters 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 Lehman Agreement Documents or this Termination and Settlement Agreement to it, and (vii) it knowingly waives any and all claims that this Termination and Settlement Agreement was induced by any misrepresentation or non-disclosure and knowingly waives any and all rights to rescind or avoid this Termination and Settlement Agreement based upon presently existing facts, known or unknown.

(b) Each Merrill Counterparty represents to the Lehman Entities that as of the date of execution of this Termination and Settlement Agreement, it (i) owns (either outright or pursuant to participation) and has good title to the Asserted Lehman Claims, and (ii) has requisite legal authority to enter into and be bound by this Termination and Settlement Agreement.

(c) Each Lehman Entity represents to the Merrill Counterparties that as of the date of execution of this Termination and Settlement Agreement, it has not entered into a binding settlement agreement with any other Bank Counterparty that provides for the allowance of such Bank Counterparty's Asserted Claims in an aggregate amount that is greater than such Bank Counterparty's Framework Value.

(d) Each Party is relying upon the representations in this section in entering into the Termination and Settlement Agreement, and such representations are a material inducement for entering into this Termination and Settlement Agreement, which shall survive the execution of this Termination and Settlement Agreement.

Section 16. Execution in Counterparts. This Termination and Settlement 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 17. Governing Law/Jurisdiction. This Termination and Settlement 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 the construction, interpretation and enforcement of this Termination and Settlement Agreement and each Party submits to such jurisdiction and waives any defense based on the location or jurisdiction of such court.

Section 18. Successors and Assigns and Survival. The provisions of this Termination and Settlement Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The provisions of this Termination and Settlement Agreement shall survive the confirmation of any chapter 11 plan with respect to any of the Debtors and/or the appointment of a chapter 7 or 11 trustee with respect to any of the Debtors and shall be binding on any chapter 11 trustee or chapter 7 trustee appointed with respect to any of the Debtors.

Section 19. Amendment. This Termination and Settlement Agreement may only 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 executed and delivered by each of the Parties.

Section 20. No Admissions. Neither this Termination and Settlement Agreement, nor any of the terms hereof, nor any negotiations or proceedings in connection herewith, shall constitute or be construed as or be deemed to be evidence of an admission on the part of any Party of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any Party, nor shall this Termination and Settlement Agreement, or any of the terms hereof, or any negotiations or proceedings in connection herewith, or any performance or forbearance hereunder, be offered or received in evidence or used in any proceeding against any Party or its affiliates, except with respect to the effectuation and enforcement of this Termination and Settlement Agreement. Each of the Lehman Entities, on behalf of itself and the other Debtor Releasors, acknowledges that other than with respect to the Asserted Lehman Claims (if the Effective Date has occurred and so long as this Termination and Settlement Agreement continues to be in effect), the resolution and valuation of the Asserted Lehman Claims in accordance with the Framework shall not serve any authoritative purpose against each Merrill Counterparty or its affiliates with respect to the resolution or valuation of any claims relating to derivatives transactions between any Merrill Counterparty or its affiliates, and the Debtors or their controlled affiliates. For the avoidance of doubt, and without in any way limiting the foregoing, neither the existence of this Termination and Settlement Agreement nor the terms hereof shall be used, referred to, or submitted as evidence in any dispute or action by the Debtors or the Merrill Counterparties or their affiliates, including Bank of America, N.A. with respect to the resolution or valuation of any claims relating to derivatives transactions between Bank of America, N.A. and the Debtors; *provided, however*, that the Parties may use, refer to or submit into evidence this Termination and Settlement Agreement as is necessary to obtain Bankruptcy Court approval of this Termination and Settlement Agreement or the BANA TSA, or in the prosecution of any appeals related thereto.

Section 21. Entire Agreement. This Termination and Settlement Agreement, together with the Plan Support Agreement, constitute the entire agreement and understanding of the Parties relating to the subject matter hereof. This Termination and Settlement Agreement and


the Plan Support Agreement supersede and replace any and all prior or contemporaneous verbal or written agreements between the Parties concerning the subject matter hereof.

Section 22. Construction. This Termination and Settlement 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 and Settlement Agreement or any of its provisions against the Party responsible for drafting this Termination and Settlement Agreement shall not apply in any construction or interpretation of this Termination and Settlement Agreement after the Effective Date.

Section 23. Severability. If, after the Effective Date any term or other provision of this Termination and Settlement Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Termination and Settlement 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 Termination and Settlement Agreement so as to effect the original intent of this Termination and Settlement 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.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Termination and Settlement Agreement on the Effective Date.

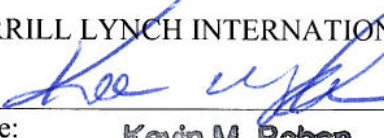
MERRILL LYNCH INTERNATIONAL

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**

MERRILL LYNCH CAPITAL SERVICES INC.

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**


MERRILL LYNCH INTERNATIONAL BANK LTD.

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**

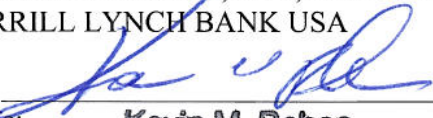
MERRILL LYNCH BANK & TRUST CO. FSB

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**


MERRILL LYNCH COMMODITIES INC.

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**

BANK OF AMERICA, N.A., as successor in interest to  
MERRILL LYNCH BANK USA

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**

MERRILL LYNCH COMMODITIES (EUROPE) LTD.

By:   
Name: **Kevin M. Behan**  
Title: **Senior Vice President**

LEHMAN BROTHERS HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN BROTHERS SPECIAL FINANCING INC.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN BROTHERS COMMODITIES SERVICES INC.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN BROTHERS OTC DERIVATIVES INC.

By: \_\_\_\_\_  
Name:  
Title:



BANK OF AMERICA, N.A., as successor in interest to  
MERRILL LYNCH BANK USA

By: \_\_\_\_\_  
Name:  
Title:

MERRILL LYNCH COMMODITIES (EUROPE) LTD.

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN BROTHERS HOLDINGS INC.

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

LEHMAN BROTHERS SPECIAL FINANCING INC.

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

LEHMAN BROTHERS COMMODITIES SERVICES INC.

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

LEHMAN BROTHERS OTC DERIVATIVES INC.


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

LEHMAN BROTHERS COMMERCIAL CORPORATION

By:

Name:

Title:

  
Daniel Ehrmann  
VP

**Exhibit A**

**(Remaining Bank Counterparties)**

## Termination and Settlement Agreement - Exhibit A

All Amounts in US Dollars

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Framework Value	Contract ID	Contract Date
Merrill Lynch & Co. Inc.	Merrill Lynch International	LBSF	(1,536,014,058)	(831,628,736)	102696MLILLBSF	6/21/2001
Merrill Lynch & Co. Inc.	Merrill Lynch Capital Services, Inc.	LBSF	(987,546,249)	(234,310,929)	71499MLCSLBSF	8/9/2001
Merrill Lynch & Co. Inc.	Merrill Lynch International Bank Limited	LBSF	(49,012,965)	(49,012,965)	060600MLCBLBSF	7/27/1998
Merrill Lynch & Co. Inc.	Merrill Lynch Bank & Trust Co., FSB	LBSF	(3,008,441)	(3,008,441)	37282MLBTLBSF	8/9/2001
Merrill Lynch & Co. Inc.	Merrill Lynch Commodities, Inc.	LBCS	(16,828,687)	(16,700,273)	120605MERRLBCS	4/19/2006
Merrill Lynch & Co. Inc.	Merrill Lynch International	LOTC	(10,266,107)	(10,266,107)	102696MLILLOTC	9/4/2007

Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Lehman Receivable	Contract ID	Contract Date
Merrill Lynch & Co. Inc.	Merrill Lynch Bank USA	LBSF	N/A	1,534,579	111601MLUSLBSF	8/9/2001
Merrill Lynch & Co. Inc.	Merrill Lynch Commodities (Europe) Limited	LBCS	(7,236,491)	3,536,995	052606MLCELBCS	5/23/2006
Merrill Lynch & Co. Inc.	Merrill Lynch International Bank Limited	LBCC	(13,674,128)	4,162,280	091197XMLLBCC	7/28/2004
Merrill Lynch & Co. Inc.	Merrill Lynch Capital Services, Inc.	LBCC	N/A	2,661,898	71499MLCSLBCC	7/28/2004

<sup>1</sup>LBCC means Lehman Brothers Commercial Corporation

LBCS means Lehman Brothers Commodity Services Inc.

LBDP means Lehman Brothers Derivative Products Inc.

LBSF means Lehman Brothers Special Financing Inc.

LOTC means Lehman Brothers OTC Derivatives Inc.

## Termination and Settlement Agreement - Exhibit A

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All Amounts in US Dollars

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Framework Value	Contract ID	Contract Date
Bank of America Corporation	Bank of America, N.A.	LBSF	Redacted	Redacted	60394NBNCLBSF	10/31/1996
Bank of America Corporation	Bank of America, N.A.	LBCS	Redacted	Redacted	60394NBNCLBCS	6/15/2006
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Lehman Receivable	Contract ID	Contract Date
Bank of America Corporation	Bank of America, N.A.	LBCC	Redacted	Redacted	60394NBNCLBCC	10/28/1998

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<sup>1</sup>LBCC means Lehman Brothers Commercial Corporation

LBCS means Lehman Brothers Commodity Services Inc.

LBDP means Lehman Brothers Derivative Products Inc.

LBSF means Lehman Brothers Special Financing Inc.

LOTC means Lehman Brothers OTC Derivatives Inc.

## Termination and Settlement Agreement - Exhibit A

All Amounts in US Dollars

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Framework Value	Contract ID	Contract Date
Citigroup Inc	Citibank, N.A.	LBSF	Redacted	Redacted	40797CITILBSF	5/14/1992
Citigroup Inc	Citigroup Global Markets Ltd	LBSF	Redacted	Redacted	82393SBILLBSF	2/16/2000
Citigroup Inc	Salomon Swapco Inc	LBSF	Redacted	Redacted	112096SSILBSF	8/16/1996
Citigroup Inc	Citigroup Global Markets Ltd	LBCS	Redacted	Redacted	82393SBILLBCS	4/17/2007
Citigroup Inc	Citibank, N.A.	LBCS	Redacted	Redacted	40797CITILBCS	2/21/2006
Citigroup Inc	Citigroup Global Markets Ltd	LBCS	Redacted	Redacted	101607CITILBCS	3/13/2008
Citigroup Inc	TOB Capital LP	LBSF	Redacted	Redacted	050106TOBCLBSF	11/15/2007
Citigroup Inc	Citigroup Financial Products Inc	LBSF	Redacted	Redacted	Rate Cap Agreements terminated September 2, 2009	N/A
Citigroup Inc	Citigroup Financial Products Inc	LBDP	Redacted	Redacted	Rate Cap Agreements terminated September 2, 2009	N/A
Citigroup Inc	Citigroup Financial Products Inc	LBDP	Redacted	Redacted	71521SBHILBDP	9/10/1998
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Lehman Receivable	Contract ID	Contract Date
Citigroup Inc	Citigroup Financial Products Inc	LBSF	Redacted	Redacted	71521SBHILBSF	8/15/1989
Citigroup Inc	Citigroup Energy Inc	LBCS	Redacted	Redacted	111505CITILBCS	2/1/2006
Citigroup Inc	Citibank, N.A.	LBCC	Redacted	Redacted	40797CITILBCC	3/29/1993
Citigroup Inc	Citi Canyon Ltd	LBSF	Redacted	Redacted	072204CITILBSF	10/6/2005

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LOTC means Lehman Brothers OTC Derivatives Inc.

## Termination and Settlement Agreement - Exhibit A

All Amounts in US Dollars

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Framework Value	Contract ID	Contract Date
Credit Suisse Group	Credit Suisse International	LBSF	Redacted	Redacted	79280CSFLLBSF	9/12/2008
Credit Suisse Group	Credit Suisse	LBSF	Redacted	Redacted	071597QCSFLBSF	8/20/2004
Credit Suisse Group	Credit Suisse Securities (Europe) Limited	LBSF	Redacted	Redacted	051697CFBELBSF	6/6/1997
Credit Suisse Group	Credit Suisse Energy LLC	LBCS	Redacted	Redacted	051706CREDLBCS	5/17/2006
Credit Suisse Group	Credit Suisse International	LBCC	Redacted	Redacted	79280CSFLLBCC	12/18/1995
Credit Suisse Group	Credit Suisse	LBCC	Redacted	Redacted	071597QCSFLBCC	8/20/2004
Credit Suisse Group	Credit Suisse Securities (Europe) Limited	LBCC	Redacted	Redacted	051697CFBELBCC	9/28/1998
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Lehman Receivable	Contract ID	Contract Date
Credit Suisse Group	Credit Suisse International	LBCS	Redacted	Redacted	79280CSFLLBCS	3/23/2008

<sup>1</sup>LBCC means Lehman Brothers Commercial Corporation

LBCS means Lehman Brothers Commodity Services Inc.

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LBSF means Lehman Brothers Special Financing Inc.

LOTIC means Lehman Brothers OTC Derivatives Inc.

## Termination and Settlement Agreement - Exhibit A

All Amounts in US Dollars

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Framework Value	Contract ID	Contract Date
JPMorgan Chase & Co.	JPMorgan Chase Bank, N.A.	LBSF	Redacted	Redacted	71504MGTYLBSF	12/20/1995
JPMorgan Chase & Co.	JPMorgan Chase Bank, N.A.	LBCC	Redacted	Redacted	71504MGTYLBCC	11/15/1993
JPMorgan Chase & Co.	JPMorgan Chase Bank, N.A.	LBCS	Redacted	Redacted	71504MGTYLBCS	2/2/2006
JPMorgan Chase & Co.	Washington Mutual Bank	LBSF	Redacted	Redacted	35622ASBKLBSF	5/28/1998
JPMorgan Chase & Co.	J.P. Morgan Ventures Energy Corporation	LBCS	Redacted	Redacted	061306JPMOLBCS	8/8/2006
Bank	Remaining Bank Counterparty	Debtor Legal Entity <sup>1</sup>	Asserted Claims	Lehman Receivable	Contract ID	Contract Date
JPMorgan Chase & Co.	Bear Stearns Credit Products Inc.	LBSF	Redacted	Redacted	080803BECRLBSF	7/1/2003
JPMorgan Chase & Co.	J.P. Morgan Securities Ltd.	LBCS	Redacted	Redacted	101498JPMSLBCS	10/1/2007
JPMorgan Chase & Co.	Bear, Stearns International Limited	LBSF	Redacted	Redacted	040797EBSILBSF	7/11/2001
JPMorgan Chase & Co.	Bear Stearns Forex Inc.	LBCC	Redacted	Redacted	091097BSFLBCC	3/9/1995
JPMorgan Chase & Co.	JPMorgan Chase & Co.	LBSF	Redacted	Redacted	021207JPMOLBSF	2/14/2003
JPMorgan Chase & Co.	Bear Stearns Bank plc	LBSF	Redacted	Redacted	10493BSCMLBSF	1/6/1993

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LBSF means Lehman Brothers Special Financing Inc.

LOTC means Lehman Brothers OTC Derivatives Inc.



**Exhibit B**  
**(Proofs of Claim)**

<b><u>Merrill Counterparty</u></b>	<b><u>Primary Debtor</u></b>	<b><u>Primary Claim Number</u></b>	<b><u>Guarantee Claim Number</u></b>
MLI	LBSF	20149	20121
MLCS	LBSF	20148	20120
MLIB	LBSF	20118	20146
MLBT	LBSF	20119	20147
MLCI	LBCS	20123	20135
MLI	LOTC	20122	20133
ML Bank	LBSF	N/A	N/A
MLCE	LBCS	20124	20136
MLIB	LBCC	20145	20117
MLCS	LBCC	N/A	N/A

**Exhibit C**

**Form of Officer's Certificate**

[Counterparty]  
[Address]

Reference is made to that Termination and Settlement Agreement (the "Agreement"), dated as of September [ ], 2011, between Merrill Lynch International, Merrill Lynch Capital Services Inc., Merrill Lynch International Bank Ltd., Merrill Lynch Bank & Trust Co. FSB, Merrill Lynch Commodities Inc., Merrill Lynch Bank USA and Merrill Lynch Commodities (Europe) Ltd., on the one hand, and Lehman Brothers Special Financing, Inc. ("LBSF"), Lehman Brothers Commodities Services Inc. ("LBCS"), Lehman Brothers OTC Derivatives Inc. ("LOTC"), Lehman Brothers Commercial Corporation ("LBCC") and Lehman Brothers Holdings Inc., as credit support provider. Any capitalized term used but not defined herein has the meaning assigned to it in the Agreement.

Pursuant to section 12(c) of the Agreement, the Lehman Entities, in each case by and through its undersigned officer, hereby certify that the Debtors [have / have not] entered into a binding settlement agreement with, or filed a chapter 11 plan or any other pleading that provides for a settlement with, a Remaining Bank Counterparty of its Asserted Claims after the Effective Date. [Such settlement provides for the allowance of such Remaining Bank Counterparty's Asserted Claims in the amount of [\$\_\_\_\_\_] and such Remaining Bank Counterparty's Framework Value is \$\_\_\_\_\_].

As a result, an adjustment to Counterparty's Framework Value and Allowed Lehman Claims [has / has not] been triggered in accordance with Section 12 of the Termination and Settlement Agreement.

IN WITNESS WHEREOF, the undersigned has executed this CERTIFICATE as of the date first written above.

LEHMAN BROTHERS HOLDINGS INC.  
LEHMAN BROTHERS SPECIAL FINANCING INC.  
LEHMAN BROTHERS COMMODITIES SERVICES INC.  
LEHMAN BROTHERS OTC DERIVATIVES INC.  
LEHMAN BROTHERS COMMERCIAL CORPORATION

By:  
Name:  
Title: