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and Certain of Its Affiliates*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	08-13555 (JMP)
Debtors.	:	(Jointly Administered)
	:	

STIPULATION AND ORDER REGARDING AMENDMENT TO CLAIM

Lehman Brothers Holdings Inc. (“LBHI”), as Plan Administrator (the “Plan Administrator”) pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors (the “Plan”) for the debtors in the above referenced chapter 11 cases, and BNP Paribas (the “Claimant,” and together with the Plan Administrator, the “Parties”), hereby stipulate and agree as follows:

RECITALS

A. On September 18, 2009, Claimant filed proof of claim number 19500 asserting a claim in the amount of \$20,994,868.82 plus additional unliquidated and contingent amounts (the “Original Claim”).

B. On April 9, 2010, Claimant filed proof of claim number 66521 against LCPI amending and superseding the Original Claim, asserting a claim in the amount of \$20,995,478.15

plus additional unliquidated and contingent amounts (the “First Amended Claim”).

C. On December 6, 2011, the Court entered an order confirming the Plan [Docket No. 23023] (the “Confirmation Order”). The Effective Date (as defined in the Plan) occurred on March 6, 2012. Pursuant to the Plan, the Plan Administrator is authorized to control and effectuate the claims reconciliation process with respect to claims filed against LBHI.

D. Pursuant to the Confirmation Order, after the Effective Date, a proof of claim may not be filed or amended without the authority of the Court.

E. On November 26, 2012, the Claimant filed a second amended claim against LCPI to amend and supersede the First Amended Claim in an unliquidated and contingent amount (the “Second Amended Claim”).

F. Claimant and counsel to the Plan Administrator have been in communication regarding the Second Amended Claim. The Plan Administrator has reviewed the Second Amended Claim and consents to the filing of the Amending Claim.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE PARTIES, AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. Upon entry of this Order by the Court, the filing of the Second Amended Claim shall be authorized, and the First Amended Claim shall be disallowed and expunged. The court-approved claims agent shall update the claims registry accordingly.

2. The rights of the Plan Administrator to object to the Second Amended Claim on any ground other than the timing and method of filing are expressly preserved and unaffected by this Order.

3. This Order contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties relating

thereto.

4. This Order shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Order.

5. Each person who executes this Order represents that he or she is duly authorized to do so on behalf of the respective Party or Parties hereto and that each such party has full knowledge and has consented to this Order.

6. This Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Order to present any copy, copies, electronic copies, or facsimiles signed by the Parties hereto to be charged.

7. This Order shall be governed by and interpreted in accordance with the laws of the state of New York, except to the extent that the Bankruptcy Code applies, without regard to principles of conflict of laws that would require the application of laws of another jurisdiction.

8. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreement and Order.

Dated: November 27, 2012
New York, New York

/s/ Howard S. Beltzer
Howard S. Beltzer

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Attorneys for BNP Paribas

Dated: November 27, 2012
New York, New York

/s/ Robert J. Lemons
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SO ORDERED, this
___ day of December, 2012 in New York

United States Bankruptcy Judge