

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

In re

LEHMAN BROTHERS INC.,

Debtor.

Case No. 08-01420 (SCC) SIPA

**STIPULATION AND ORDER REGARDING CUSTOMER AND
ADMINISTRATIVE EXPENSE CLAIMS OF BARCLAYS CAPITAL INC.**

This Stipulation and Order (the “Stipulation”) is entered into on the date hereof by and between James W. Giddens (the “Trustee”), as trustee for the liquidation of Lehman Brothers Inc. (“LBI”) under the Securities Investor Protection Act of 1970, as amended (“SIPA”), and Barclays Capital Inc. (“Barclays”).

RECITALS

A. WHEREAS, on September 19, 2008, the United States District Court for the Southern District of New York entered an order commencing a SIPA proceeding with respect to LBI, appointing the Trustee, and removing the case to the United States Bankruptcy Court for the Southern District of New York;

B. WHEREAS, pursuant to SIPA § 78fff-2(a)(3), customer claims must have been received by the Trustee by January 30, 2009;

C. WHEREAS, on January 30, 2009, Barclays timely filed two customer claims (SIPC Claim Nos. 900005752 and 900005753), and, on May 27, 2009, Barclays filed an amended customer claim (SIPC Claim No. 900007532, together with SIPC Claim Nos. 900005752 and 900005753, the “Customer Claims”);

D. WHEREAS, on December 10, 2009, the Parties entered into the Limited Settlement Agreement Related to the Transfer of Private Investment Management Accounts From LBI to BCI (the “PIM Settlement”), which had the effect, *inter alia*, of deeming portions of the Customer Claims satisfied in full and providing for property to be delivered to Barclays by the Trustee;

E. WHEREAS, on September 19, 2013, the Bankruptcy Court entered an Order Pursuant to Section 503(a) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Requests for Payment of Certain Administrative Expenses and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof (the “Administrative Bar Date Order,” ECF No. 7288);

F. WHEREAS, the Administrative Bar Date Order provided, in part: “... nothing in the Motion or this Order shall (i) require Barclays Capital Inc. and Barclays Bank PLC (together, ‘Barclays’) to file an Administrative Proof of Claim with respect to the claims that are the subject of the ‘Litigation,’ and (ii) act as collateral estoppel, res judicata or judicial estoppel, or prejudice any rights, defenses, or arguments of Barclays or the Trustee (on behalf of LBI), with respect to the Litigation;”

G. WHEREAS, pursuant to the Administrative Bar Date Order, administrative expense claims arising between September 19, 2008 and August 31, 2013 must have been received by the Trustee by October 31, 2013;

H. WHEREAS, in accordance with the Administrative Bar Date Order, on October 30, 2013, Barclays timely filed an administrative expense claim (the “Administrative Claim” and, together with the Customer Claim, the “Claims”) in the amount of at least \$103,082,850.30; and

I. WHEREAS, after good faith, arm's length negotiations, the Trustee and Barclays (each, a "Party," and together, the "Parties") have agreed to resolve the Claims pursuant to the terms, conditions, and reservations of rights set forth in this Stipulation.

NOW, THEREFORE, in consideration of the mutual covenants set forth below,
IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO THAT:

STIPULATION

1. The Recitals set forth above form an integral part of this Stipulation and are incorporated fully herein.

2. This Stipulation shall not become effective unless and until it has been executed by the Parties or their respective counsels and approved by a Final Order¹ of the Bankruptcy Court (the "Effective Date"). To the extent that the Effective Date for this Stipulation does not occur for any reason within 60 days of the date hereof, then either of the Trustee or Barclays may, at any time after the expiration of such 60-day period and prior to the occurrence of the Effective Date, terminate this Stipulation by giving written notice of such termination to the other Party, and if so terminated, nothing herein shall be binding upon, nor be an admission of, either of the Parties to this Stipulation.

3. Barclays represents and warrants that it is as of the date hereof, and will be as of the Effective Date, the legal and beneficial owner of the Claims. Barclays further

1. A "Final Order" shall mean an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending, *provided, however*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rule of Civil Procedure, Bankruptcy Rule 9024, any similar local bankruptcy rule or any similar state statute or rule may be filed with respect to such order.

represents and warrants that it has authority to enter into this Stipulation. The Trustee represents and warrants that he has the authority to enter into this Stipulation.

4. Subject to paragraph 13(c) below and to a reservation of the Trustee's rights with respect to any claims, arguments, or defenses that he may make or assert in the Litigation² (such reservation subject, however, to the agreements in paragraph 13 below), and preserving the netting and offset rights set forth in this Stipulation, the Trustee agrees that he will not assert any new claims on behalf of LBI or the LBI estate against Barclays (or any of Barclays' Affiliates³). This paragraph shall not, however, preclude the Trustee from asserting any claim that would not be within the ambit of this paragraph but for any merger or acquisition involving Barclays or any of Barclays' Affiliates, or but for Barclays or any of Barclays' Affiliates otherwise assuming or succeeding to any liabilities of any other person or entity, in each case occurring at any time after September 22, 2008.

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2. The "Litigation" refers to the pending litigation between the Trustee, Barclays, and Barclays Bank PLC in connection with: (i) the Trustee's Motion for Relief Pursuant to the Sale Order or, Alternatively, for Certain Limited Relief Under Rule 60(b), dated Sept. 15, 2009, ECF No. 1682; (ii) the Trustee's adversary complaint and amended adversary complaint against Barclays, dated Nov. 16, 2008 and July 15, 2011, respectively, Adv. Proc. 09-01732, ECF Nos. 1, 11; and (iii) Barclays' Motion to Enforce the Sale Order and Secure Delivery of All Undelivered Assets, dated Jan. 29, 2010, ECF No. 2581 and (iv) an interpleader action that was commenced by the Options Clearing Corporation in December 2008 in the Bankruptcy Court, captioned The Options Clearing Corporation v. Barclays Capital Inc., et, al., Case No. 08-1759 (Bankr. S.D.N.Y.). The Bankruptcy Court's decision on the proceedings referenced in (i) through (iii) has been appealed, and the OCC interpleader action referenced in (iv) above has been stayed pending final resolution of those proceedings. *See In re Lehman Brothers Inc.*, Nos. 11-6052, 11-6053 (S.D.N.Y.); *In re Lehman Brothers Holdings Inc.*, Nos. 12-2322, 12-2328, 12-2657, 12-2933 (2d Cir.).
 3. For the purposes of this Stipulation, "Barclays' Affiliates" are (and include only): Barclays PLC, Barclays Bank PLC, Barclays Bank SA, Barclays Capital Securities Ltd., Barclays Wealth Managers France SA, Barclays Wealth SA, Absa Bank Limited, Barclays Pension Fund Trustees Ltd., Barclays De Zoete Wedd Securities Limited, BZW Securities Limited, Long Island Holding A LLC, Long Island Holding B LLC, Long Island Holding E LLC, Long Island Holding F LLC, Barclays Corporation Ltd., Protium Finance II LLC, C12 Protium Liquid Opportunities LP, C12 Protium Value Opportunities Ltd., C12 Protium Value RA LP, Protium Finance LP, Protium Loans LP, Protium Mortgage LP, Protium Portfolio LP, Protium Reserve Ltd., Protium Trading Loans I LP, Protium Trading Ltd (In liquidation 7/7/2011), Protium Trading Mortgage I LP, Protium Trading Reo I LP, Protium Finance I LLC, Protium Finance III LLC, Protium Finance IV LLC, Protium Master Mortgage LP, Protium REO I LP, and Protium Trading Master Mortgage LP.

5. Barclays agrees, subject to the terms of this Stipulation, including, without limitation, the netting set forth in this Stipulation, that this Stipulation completely resolves its Administrative Claim and the remaining unresolved components of its Customer Claims in LBI's liquidation proceeding, including the Specified Account Claims (as defined in the PIM Settlement) in the liquidation. In each case, the Trustee agrees, however, that nothing in this Stipulation shall act as collateral estoppel, res judicata or judicial estoppel with respect to, nor shall affect in any other way, any claims, arguments and defenses otherwise available to Barclays (including, without limitation, any otherwise available argument in respect of the Margin Assets under Sections 2.6(b) (Further Conveyances and Assumptions) and/or 8.5(b) (Further Assurances) of the Asset Purchase Agreement ("APA")) that Barclays has asserted or may assert in the Litigation, which the Trustee agrees are expressly reserved to Barclays.

6. With respect to the PIM Settlement, the PIM Conversion and the Specified Account Claims (as defined in the PIM Settlement), the Parties agree that the actions set forth in clauses (a) through (f) of this paragraph 6 below are the final actions necessary for both Parties to have fully performed under the PIM Settlement and with respect to the PIM Conversion and the Specified Account Claims, and that the obligations set forth in clauses (a) through (f) below are the Parties' sole remaining obligations under the PIM Settlement or related to the PIM Conversion. The Parties agree that: (a) the Trustee shall transfer to Barclays cash in the amount of \$489,874.42 representing (as detailed on Schedule 1 hereto) the net difference between various income adjustments related to the PIM Conversion that are owing between the Parties (including Schedule E Distributions (as defined in the PIM Settlement)); (b) the Trustee shall transfer the securities identified on Schedule 1 with the notation "(b)" (the "Peruvian Securities") to Barclays as and when he determines that he is able to do so, and the Trustee will make

commercially reasonable efforts to lift any restrictions on the transfer of the Peruvian Securities (and Barclays agrees that it will make commercially reasonable efforts to receive the Peruvian Securities); (c) the Trustee shall transfer the securities identified on Schedule 1 with the notation “(c)” (the “Lehman-Issued Physicals”) by delivery of physical certificates for each to Barclays (Attn: Anthony Crispino at 70 Hudson Street, Jersey City, New Jersey) in the amounts listed on Schedule 1, including, for each certificate, a signed stock power in favor of Barclays (Barclays has reviewed each of the certificates for the Lehman-Issued Physicals), and the Trustee agrees to use commercially reasonable efforts to assist, upon Barclays’ written request, with Barclays’ efforts, if any, to effect the recertification or transfer to Barclays of the Lehman-Issued Physicals; (d) Barclays’ obligation to transfer to the Trustee the securities identified on Schedule 1 with the notation “(d)” is waived by the Trustee; (e) for the period from June 17, 2014 through the Effective Date, reasonably promptly after the earlier of Barclays’ written request identifying, or the Trustee or his representatives identifying, a Distribution (as defined in the PIM Settlement) actually received by the Trustee during such period on any securities to be transferred to Barclays under clauses (b) through (c) of this paragraph 6, the Trustee shall transfer to Barclays any such Distribution (and in no event in an amount greater than is received by the Trustee); and (f) the Parties shall execute and deliver the Trustee Release, the Schedule C Release, and the Schedule E Release (as each is defined in the PIM Settlement) after the performance of the obligations set forth in clauses (a) through (e) of this paragraph 6. For the avoidance of doubt, after the delivery of the Trustee Release, the Schedule C Release, and the Schedule E Release, the Parties’ obligations under the PIM Settlement and SIPC Claim No. 900005753 will be satisfied in full (including releasing the Specified Account Claims).

7. With respect to Part II of the Administrative Claim, subtitled “Exchange Seats and Shares,” as of and subsequent to the Effective Date, the Trustee consents to, and will provide reasonable cooperation to Barclays in facilitating and/or effecting, the transfer to Barclays of the exchange seats and shares, and the FINEX Permits, listed on Exhibit A to the Administrative Claim. In consideration of the agreements set forth in this Stipulation, the Trustee agrees as of the Effective Date that such exchange seats and shares are Barclays’ property and not the Trustee’s or LBI’s property.

8. Part IV of the Administrative Claim, subtitled “Distributions On Securities,” is allowed in the amount of \$25.2 million.

9. Barclays’ unliquidated claim to “payment[s] with respect to terminations of certain advisory and broker dealer services” in Part III of the Administrative Claim, subtitled “Payments Under Advisory Agreements,” is allowed in the amount of \$6.3 million.

10. Barclays is entitled to retain \$26 million of the amounts collected by Barclays that are referenced in Part II of the Administrative Claim and listed on Exhibit C to the Administrative Claim; the remaining \$17.3 million is available to the Trustee to net or as an offset against the cash amounts that the Trustee is to deliver, pay, or distribute to Barclays under this Stipulation.

11. An additional \$5.2 million is available to the Trustee as a netting or as an offset against the cash amounts that the Trustee is to deliver, pay, or distribute to Barclays under this Stipulation, such \$5.2 million being the result of: a \$6.8 million payable from Barclays to LBI under the securities lending agreement set forth in the Customer Claims, plus a \$0.4 million payable from Barclays to LBI for expense reimbursements received related to undesignated LBI contracts and for certain muni remarketing fees received by Barclays, minus a \$1.8 million

payable from LBI to Barclays for underwriting fees set forth in the Customer Claims, minus a \$0.1 million payable from LBI to Barclays for executing broker commissions set forth in the Customer Claims, and minus a \$0.1 million payable from LBI to Barclays for trailing commissions from Eaton Vance that were misdirected payments that the Trustee collected.

12. For the avoidance of doubt, paragraphs 8 through 11 of this Stipulation shall result in Barclays being entitled to an administrative priority distribution in the amount of \$9 million, which shall be paid by the Trustee to Barclays in cash in immediately available funds by wire transfer (with Barclays to provide wire transfer instructions) within three (3) business days of the Effective Date. In addition, paragraph 6 of this Stipulation shall result in an obligation of the Trustee to make a payment to Barclays of \$489,874.42 in cash in immediately available funds by wire transfer (with Barclays to provide wire transfer instructions) within three (3) business days of the Effective Date, in satisfaction of amounts owed to Barclays under the PIM Settlement and in connection with the transfer of customer accounts to Barclays.

13. With respect to Part V of the Administrative Claim, subtitled “Claims Related to Purchase Agreement”:

(a) Barclays withdraws Part V of the Administrative Claim with prejudice. In exchange for this agreement, the Trustee and Barclays agree that (i) Barclays shall in no event be liable to LBI, the LBI SIPA estate or the Trustee for any claim that any LBI Affiliate⁴ has asserted or may hereafter assert against the LBI estate, LBI or the Trustee in respect of any exchange traded derivative (“ETD”) positions or margin that LBI held or

4. For purposes of this Stipulation, “LBI Affiliate” means an entity that was an affiliate (as defined in Section 101(2) of the Bankruptcy Code) of LBI as of September 18, 2008.

carried (including through any affiliated or non-affiliated third party) for the account of such LBI Affiliate; and (ii) the Trustee shall not assert any new claims against Barclays regarding assets or liabilities that have not previously been at issue in the Litigation.

(b) With respect to all of the arguments specified in paragraph 13(c), below, Barclays asserts that the Trustee is both legally and equitably precluded from making those arguments for several reasons, including because they were not previously raised in the Litigation. The Trustee disagrees with Barclays' assertion that the arguments are new and with Barclays' assertion that the Trustee is precluded from making them. The Parties agree, however, that this Stipulation shall not in and of itself either preclude or support the Trustee's raising the arguments referenced in paragraph 13(c), below.

(c) Subject to the agreements specified in paragraph 13(a) above, nothing in this Stipulation shall preclude the Trustee from presenting any arguments, to the extent they would be otherwise available to him, in future proceedings in connection with the Litigation. Neither paragraph 13(a) nor any other provision of this Stipulation shall preclude the Trustee from (i) making any arguments, to the extent they would be otherwise available to him, concerning the specific assets to which Barclays will or will not be entitled and the specific deficit balances in house or customer ETD accounts for which Barclays will be liable, if Barclays is ultimately awarded any or all "Margin Assets" in the Litigation; or (ii) asserting a

claim against Barclays, to the extent that it would be otherwise available to him, for failure to pay bonus amounts under the APA if, and to the extent, it is determined that any former LBI employees have valid claims against the LBI estate for bonus amounts that allegedly accrued in their favor in respect of the 2008 fiscal year.

(d) Nothing in this Stipulation shall preclude Barclays from making any argument that otherwise would be available to it relating to the issues addressed in paragraph 13(c) above.

(e) For the avoidance of doubt, Barclays and the Trustee each expressly reserve the right to contend in future proceedings in the Litigation that the other has waived and/or is otherwise precluded from presenting at this stage in the Litigation any claim or argument relating to the issues addressed in paragraph 13(c) above.

14. Barclays agrees to provide commercially reasonable assistance as requested by the Trustee in redeeming or liquidating certain money market and mutual fund positions belonging to LBI but where Barclays is listed as the dealer of record as reflected on Schedule 2. The Trustee represents that the positions on Schedule 2 are property of the LBI estate.

15. Notwithstanding anything to the contrary in this Stipulation, Barclays and the Trustee agree that the following continuing agreement provisions (or entire agreements as noted) will remain in full force and effect and will be enforceable by the Parties thereto: APA Section 2.6(c) (Further Conveyances and Assumptions); APA Section 8.6(b) (Confidentiality); APA Section 8.7 (Preservation of Records) together with Clarification Letter Paragraph 15

(Records); APA Section 8.9 (Trademark License) together with Clarification Letter Paragraph 5 (License); APA Section 8.10 (Use of Purchased Intellectual Property); TSA Amendment No. 1 between Barclays, the Trustee and LBHI, dated as of February 23, 2011 (for the avoidance of doubt, however, the reference to the APA in Paragraph 8 thereof shall be deemed to be limited to those sections of the APA previously specified in this paragraph); and Section 2.07 of the LBI TSA. In addition, but solely with respect to the provisions of the APA and Clarification Letter previously specified in this paragraph or specified in clause (i) of paragraph 16 below, APA Article XIII (Miscellaneous) and the final paragraph of the Clarification Letter will remain effective and enforceable.

16. Without limiting the reservation of rights in paragraph 5 hereof, but otherwise notwithstanding anything to the contrary in this Stipulation, Barclays and the Trustee agree that the following continuing agreement provisions will remain effective and enforceable by the Parties thereto solely with respect to the Purchased Intellectual Property (as defined in the APA): (i) APA Section 2.6(b) (Further Conveyances and Assumptions) and APA Section 8.5(b) (Further Assurances); and (ii)(x) Article 3 of the Intellectual Property Assignment Agreement among Lehman Brothers Holding Inc., Lehman Brothers Inc., LB 745 LLC and Barclays Capital Inc., dated September 22, 2008 (the "Assignment Agreement"), and (y) to the extent relevant to said Article 3, Article 4 of the Assignment Agreement; provided, however, that the only action that the Trustee shall be obligated to take pursuant to any of the provisions previously specified in this paragraph shall be to execute and notarize any assignment or other document with respect to Purchased Intellectual Property (including with respect to the trademarks and countries listed on Schedule 3) otherwise required to be executed or notarized by the Trustee pursuant to such provisions that Barclays prepares (at its sole cost) and specifically submits to the Trustee for

signature by an authorized signatory on behalf of LBI and the Trustee. By providing any such document for signature, Barclays will be deemed to have represented and warranted that the document merely effects or enables the transfer or recordation of intellectual property rights sold under the APA, and Barclays acknowledges that the Trustee will rely solely on this representation and warranty to execute and deliver such document to Barclays.

17. Except to enforce rights set forth in or reserved in this Stipulation (including, without limitation, with respect to the reservation of rights regarding arguments, claims and defenses related to the Litigation), Barclays withdraws, waives and releases the Administrative Claim and the Customer Claims with prejudice and agrees not to assert or initiate any further administrative expense claims, adversary proceedings, or contested matters against the Trustee or the LBI estate; provided, however, that Barclays does not release any future claims that may accrue after the date of this Stipulation based upon any Misdirected Payment⁵ that is actually received by the Trustee after such date, but that should have been directed to Barclays for its own account or for the account of its customers. For the avoidance of doubt, nothing in this Stipulation shall be deemed to release, and the Parties reserve: (i) any rights of Barclays or Barclays' Affiliates with respect to duly filed claims in LBI's liquidation proceeding that they have purchased, or may in the future purchase, and that originally were filed by a person or entity other than Barclays or Barclays' Affiliates; (ii) any rights of Barclays' Affiliates with respect to claims that they previously have duly filed in LBI's liquidation proceeding; and (iii) any rights of the Trustee with respect to the claims referenced in clauses (i) and (ii). For the

5. A "Misdirected Payment" is any Distribution on (i) a security that was or is to be transferred to Barclays under the PIM Settlement or this Stipulation, or (ii) any other security that was actually received by Barclays prior to the date of this Stipulation (either for Barclays' own account or for the account of former LBI customers who are now customers of Barclays).

further avoidance of doubt, any claims with respect to which Barclays' rights are reserved hereunder will be subject to whatever otherwise applicable limitations, if any, that any final orders of the Bankruptcy Court (subject to appellate rights) may provide as to claims asserted against the LBI estate, including, without limitation, limiting the reserves that may be available to such claims. The Trustee represents that, to the best of his knowledge and the knowledge of his representatives, neither he nor the LBI estate has received any Misdirected Payment prior to the date of this Stipulation that he or his representatives are aware should have been paid to, or for the benefit of, Barclays (other than Misdirected Payments already paid by the Trustee to Barclays or covered by the terms of this Stipulation).

18. This Stipulation shall not be admissible in any litigation or other proceeding for any purpose other than enforcing its terms. For the avoidance of doubt, nothing in this Stipulation (including, without limitation, paragraphs 4, 13, and 17 hereof) is intended to waive, release, or otherwise preclude either Party from enforcing its rights under this Stipulation, and each Party agrees that the other Party may take any action available at law or in equity to enforce the terms of this Stipulation.

19. The Trustee agrees to promptly seek, and Barclays agrees to support, approval of this Stipulation in the Bankruptcy Court. If a final, non-appealable order denying approval of this Stipulation is issued by the Bankruptcy Court or any other court of competent jurisdiction, or if this Stipulation is terminated pursuant to the last sentence of paragraph 2 above, (i) this Stipulation shall be null and void and the Parties will retain all their respective rights and claims, and (ii) nothing in this Stipulation shall be an admission of any Party.

20. This Stipulation shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns.

21. No amendment, waiver or modification of any provision of this Stipulation shall be effective unless the same shall be in writing and signed by the Parties.

22. This Stipulation may be signed in counterparts which, when taken as a whole, shall constitute one and the same document; and faxed or electronic signatures shall be deemed originals.

23. Each individual signing this Stipulation on behalf of any Party hereto acknowledges and, with respect to his or her own signature below, warrants and represents that he or she is authorized to execute this Stipulation in his or her representative capacity with binding effect, as reflected below and on behalf of the Party indicated.

24. This Stipulation shall be governed by and shall be interpreted in accordance with the laws of the State of New York, except to the extent that the Bankruptcy Code or SIPA applies, without regard to New York's rules governing conflict of laws.

25. The Bankruptcy Court shall have jurisdiction to interpret and enforce this Stipulation. The Parties consent to the jurisdiction of the Bankruptcy Court with respect to the interpretation and enforcement of this Stipulation.

Dated: New York, New York
June 18, 2014

HUGHES HUBBARD & REED LLP

CLEARY GOTTlieb STEEN &
HAMILTON LLP

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*Attorneys for James W. Giddens,
as trustee for the SIPA liquidation
of Lehman Brothers Inc.*

Attorneys for Barclays Capital Inc.

IT IS SO-ORDERED:

June 26, 2014
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

CASH DISTRIBUTION			
REDEMPTIONS THROUGH 4/2/2014		\$	32,861.23
LIQUIDATION DISBURSEMENTS THROUGH 4/2/2014		\$	129,590.64
DIVIDENDS & INTEREST THROUGH 4/2/2014 (D&I OWED TO LBI)		\$	(1,707,426.97)
DIVIDENDS & INTEREST THROUGH 4/2/2014 (D&I OWED TO BCI)		\$	2,034,849.52
TOTAL CASH DISTRIBUTION		\$	489,874.42
IN KIND QUANTITY THROUGH 4/2/2014 (SHARES OWED TO LBI)			(100,004.00)
IN KIND QUANTITY THROUGH 4/2/2014 (SHARES OWED TO BCI)			49,812,977.00
TOTAL SHARE DISTRIBUTION			49,712,973.00

SECURITY ID	SECURITY DESCRIPTION	AMOUNT ON PIM SCHEDULE	DELIVERY QUANTITY	REDEMPTIONS through 4/2/2014	LIQUIDATION DISBURSEMENTS through 4/2/2014	FX RATES	DIVIDEND & INTEREST received through 4/2/2014 Foreign Currency	DIVIDEND & INTEREST received through 4/2/2014 USD	CERTIFICATE DETAILS	Stipulation Paragraph 6 Subsection
769320102	Riverstone Networks Inc	0	0		\$ 129,590.64					(a)
524908HX1	LBH "PAIRS 3 DISCOUNT CERT" REG D DISC CERTIFICATE ON S&P 2	2,612,000	3,038,000						Cert No. A16	(c)
524909BE7	LBH "PAIRS 3 PUT CERT" REG D PUT CERTIFICATE ON S&P 2	2,761,950	12,739,000						Cert Nos.: B6 (100,000); B7 (50,000); B8 (12,539,000); & B9 (50,000).	(c)
524909BD9	LBH "PAIRS 2 PUT CERT" REGD PUT CERTIFICATE ON S&P500 2	2,040,000	6,890,000						Cert No. B1	(c)
524908HW3	LBH PAIRS 2 DISCOUNT CERT REGD DISC CERTIFICATE ON S&P500 2	2,040,000	2,168,000						Cert No. A6	(c)
524908IR9	***LBH "FTSE XINHUA SUNS" REG D SUNS IN FTSE XINHUA 607	607,000	1,667,000.00						Cert Nos.: 9 (50,000); 10 (50,000); 11 (450,000); 13 (100,000); 14 (100,000); 15 (100,000); 16 (100,000); 17 (467,000); 23 (200,000); & 24 (50,000)	(c)
683078GG8	ONTARIO HYDRO	100,000.00	100,000			0.9063	8,250.00	\$ 7,476.98		(a)
82442KAA7	SHERWOOD PLAZA ASSOCS LTD & DUNES PLAZA ASSOCS SEC2 NOTES 1	1,333,647		\$ 2,501				\$ 8,406.47		(a)

\$ 32,861 \$ 129,591 \$ 327,423

Schedule 1

SECURITY ID	SECURITY DESCRIPTION	AMOUNT ON PIM SCHEDULE	DELIVERY QUANTITY	REDEMP-TIONS through 4/2/2014	LIQUIDATION DISBURSE- MENTS through 4/2/2014	FX RATES	DIVIDEND & INTEREST received through 4/2/2014 Foreign Currency	DIVIDEND & INTEREST received through 4/2/2014 USD	CERTIFICATE DETAILS	Stipulation Paragraph 6 Subsection
524908VE7	LEHMAN BROS HLDGS INC LBT EQUITY NOTE LINKED TO 300	300,000	1,225,000						Cert No. 1	(c)
524908VD9	LEHMAN BROS HLDGS INC LBT EQUITY NOTE LINKED TO 350	350,000	3,150,000						Cert No. 1	(c)
XX9068369	***LAIVE SA INV RESTRICTED	298,694	298,694							(b)
XX9144577	***SINDICATO DE INVERSIONES Y A COMMUN	11,439	11,439							(b)
P0161K111	***ALICORP SA PS 1 PAR INVESTMENT SHS	1,306	1,306			0.3578	762.40	\$ 272.77		(a) & (b)
P0161K103	***ALICORP SA-COMMON SHS PS 1 PAR	433,580	433,580			0.3578	253,106.98	\$ 90,557.37		(a) & (b)
P24751116	***CERVECERIAS PERUANAS BACKUS & JOHNSTON SA INVESTMENT SHS	16,756	16,756			0.3578	41,623.56	\$ 16,545.64		(a) & (b)
P21674109	***CAVALI SA I C L V	1	1			0.3578	525.25	\$ 209.63		(a) & (b)
XXC710172	***CPT TELEFONICA DEL PERU SA SER B	54,672	54,672							(b)
P5332P105	***INDECO SA- PS 1 PAR INVESTMENT SHS	1,381	1,381					\$ 340.08		(a) & (b)
524908365	WTS LBH "5YR HFRXGL INDEX" WTS ON HFRX US GLOBAL INDEX 6	6,462	24,270						Cert No. 7	(c)
524908381	WTS LBH "5YR HFRXGL" WT #2 WT ON HFRX US GLOBAL INDEX 1	1,387	4,608						Cert No. 3	(c)
XX1305315	***LIMA CAUCHO PEN1	5	5							(b)
660461203	NORTH LILY MINING CO NEW 7	7,470	22,470						Cert No. 23859	(c)
P7801R109	***PERU HLDG DE TURISMO CL B 17	17,847,175	17,847,175							(b)
P6801Y106	SOUTHERN PERU COPPER CORP INVESTMENT SHS 891	891	891			0.3578	19,329.18	\$ 6,983.61		(a) & (b)
P3179N127	***TELEFONICA DEL PERU SA TELE SHS B US LISTED	61,129	61,129			0.3578	57,429.99	\$ 24,955.53		(a) & (b)
P22385101	***UNION ANDINA DE CE PEN1.00	57,600	57,600							(b)
P97497TY0	VENEZUELA (REPUBLIC OF), 7% NTS 16/03/15 EUR1000							\$ (126,655.20)		(a)
524908WD8	LBH "SCF NOTES" 100% PRINCIPA	-100,000	-100,000							(d)
XXS015436	SOCIEDAD COMERCIAL DEL PLATA CADEPLATE C	-4	-4							(d)
B6399C107	***ANHEUSER BUSCH INBEV SA					1.3767	-4,670.40	\$ (6,429.74)		(a)
P4987V137	***GRUPO TELEvisa SA DE CV-ORD					0.0764	-2,700.00	\$ (206.28)		(a)
593048BN0	***UNITED MEXICAN STATES							\$ (6,134.38)		(a)
38136VAB4	GOLDENTREE LN OPPORTUNITIES V							\$ (961.91)		(a)
896029Y58	TRIBOROUGH BRIDGE & TUNNEL AUTH			\$ 30,000.00						(a)
009A0SXTW	***CHROMIOS MOLECULAR SYSTEMS					0.9063	1,814.53	\$ 1,644.51		(a)
XX9N34519	SEIBU HOLDINGS INC					0.0096	2,325.00	\$ 22.38		(a)
459056GR2	INTERNATIONAL BK FOR RECON&DEV							\$ 4,000.00		(a)
120738406	***BUNZL PLC							\$ 51.62		(a)

Schedule 1

SECURITY ID	SECURITY DESCRIPTION	AMOUNT ON PIM SCHEDULE	DELIVERY QUANTITY	REDEMP-TIONS through 4/2/2014	LIQUIDATION DISBURSE- MENTS through 4/2/2014	FX RATES	DIVIDEND & INTEREST received through 4/2/2014 Foreign Currency	DIVIDEND & INTEREST received through 4/2/2014 USD	CERTIFICATE DETAILS	Stipulation Paragraph 6 Subsection
76126CMK5	RESTRUCTURED ASSET SECS							\$ 24,698.48		(a)
72316WNB9	PINELLAS CNTY FLA HSG FIN AUTH							\$ 80.00		(a)
G49507380	***I SHARES DJ EURO STOXX VALUE					1.3767	552.00	\$ 759.94		(a)
929042109	VORNADO REALTY TRUST							\$ 245.70		(a)
955656EK5	WEST SACRAMENTO CALIF SPL TAX							\$ 5,625.00		(a)
785721KC4	SACHEM NY CENT SCH DIST G/O							\$ 5,875.00		(a)
00254ECN0	AB SVENSK EXPORTKREDIT							\$ 4,500.00		(a)
P5623Q143	***INTERAMERICA'S FUND			\$ 360.06						(a)
912828FW5	UNITED STATES TREASURY							\$ (21,043.75)		(a)
912828DB3	UNITED STATES TREASURY							\$ (11,025.00)		(a)
912828FD7	UNITED STATES TREASURY							\$ (16,453.13)		(a)
912828GQ7	UNITED STATES TREASURY							\$ (30,285.00)		(a)
912828GS3	UNITED STATES TREASURY							\$ (20,970.00)		(a)
912810PX0	UNITED STATES TREASURY							\$ (1,068,750.00)		(a)
912828EN6	UNITED STATES TREASURY							\$ (23,512.50)		(a)
912810PU6	UNITED STATES TREASURY							\$ (375,000.00)		(a)
PEP646501002	SOCIEDAD MINERA CERRO VERDE							\$ 1,725.93		(a)
PEP1S1A0F1S0	SINDICATO DE INVERSIONES Y ADMINISTRACIÓN					0.3578	4,940,888.42	\$ 1,767,765.88		(a)
PEP237501205	CEMENTO ANDINO COMUNES CLASE B					0.3578	39,558.75	\$ 14,153.45		(a)
PEP239001006	UNION ANDINA DE CEMENTOS					0.3578	5,217.26	\$ 343.04		(a)
PEP239501005	CEMENTOS PACASMAYO					0.3578	408.48	\$ 146.15		(a)
PEP425004202	LAIVE S.A. ACCIONES COMUNES CLASE B					0.3578	33,084.67	\$ 11,837.13		(a)
PEP431005003	LIMA CAUCHO INVER.					0.3578	3.97	\$ 1.42		(a)
PEP648014202	VOLCAN SERIE B					0.3578	30,873.30	\$ 11,045.94		(a)
PEP622005002	MINSUR INVER.							\$ (0.08)		(a)
3136F3CZ7	FEDERAL NATIONAL MTG ASSN							\$ 2,000.00		(a)
70509DAJ9	PEBBLE CREEK LCDO LTD/CORP							\$ 10,270.60		(a)
867762AG1	SUNSET PK CDO LTD / LLC							\$ 6,706.86		(a)
781164AM0	RUBY FINANCE CDO					1.3767	4,069.45	\$ 5,602.41		(a)

Lehman CUSIP	BIN	Fund Account	Quantity 5/29/2014	Description
001413103	0127345830017	5051191350	225.598	INVESCO CHARTER FUND CL A
00141M812	0127345621119	7004349424	376.556	INVESCO MID CAP CORE EQUITY FUND CL A
00142J578	0127345603018	5014684459	587.404	INVESCO CONSTELLATION FUND CL A
00142J578	0127345706415	5010534179	24.353	INVESCO CONSTELLATION FUND CL A
015565856	0127345868819	772114500	704.551	ALGER FUND LARGE CAP GROWTH FUND CL A
018597104	734 59056 11	4711125037	2,473.777	ALLIANCEBERNSTEIN GROWTH AND INCOME FUND I
018913103	01275230388018	4892715471	121.040	ALLIANCEBERNSTEIN INTL VALUE A
01877E107	01275230388018	4872149844	29.398	ALLIANCEBERNSTEIN SMALL CAP GROWTH A
018780106	01277345905611	4761096581	11.864	ALLIANCEBERNSTEIN GLOBAL THEMATIC GROWTH F
018780106	01277345864511	5000303662	3.401	ALLIANCEBERNSTEIN GLOBAL THEMATIC GROWTH F
01879X103	734 56551 17	9112137657	254.413	ALLIANCEBERNSTEIN INTL GROWTH FUND CL A
19766H429	0127345603018	803758635	295.569	COLUMBIA SELIGMAN COMMUNICATIONS AND INFO
315805697	0127345746817	00505427799	325.380	FIDELITY ADVISOR SER I SMALL CAP FUND-CL A
315805853	0127345746817	00505427799	47.033	FIDELITY ADVISOR EQUITY GROWTH FUND-CL A
315805853	0127345900711	00515699460	0.006	FIDELITY ADVISOR EQUITY GROWTH FUND-CL A
315807206	0127345757418	00500573886	544.013	FIDELITY ADVISOR GROWTH OPPORTUNITIES FUND
315807834	0127345746817	00505427799	43.448	FIDELITY ADVISOR GROWTH OPPORTUNITIES FUND
354713802	0127345714112	1885185	39.891	FRANKLIN TEMPLETON FUND SMALL MID CAP GROW
355148404	0127345757913	211437	275.003	FRANKLIN VALUE INVS TR SMALL CAP VALUE CL
38142V720	0127345583111	9780004668	223.283	GOLDMAN SACHS MID CAP VALUE FUND-CL A
38142Y815	0127345583111	1214000118	347.237	GOLDMAN SACHS TR LARGE CAP VALUE FD CL A
552983884	0127345714112	90014199	46.988	MFS CORE EQUITY FD CL A
552985103	0127345677210	90086369	27.929	MFS GROWTH FUND CL A
552987703	0127345714112	90045547	70.989	MFS MID CAP GROWTH FUND-CL A
575719109	0127345714112	90244744	54.272	MASSACHUSETTS INVESTORS GROWTH STOCK FUND
575719307	0127344388819	90021858	63.003	MASSACHUSETTS INVESTORS GROWTH STOCK FUND
626124648	0127345714112	5008979899	12.469	MUNDER GROWTH OPPORTUNITIES FUND CLASS A
628380826	0127345757913	288946	546.009	MUTUAL SERIES FUND INC, EUROPEAN FUND CL C
641224100	0125990006917	4930015849	337.660	NEUBERGER BERMAN GENESIS FD INVESTOR CLASS
641224209	0125990006917	4840011735	512.529	NEUBERGER BERMAN GUARDIAN FD INVESTOR CLAS
641224209	0125990012212	4840011684	168.491	NEUBERGER BERMAN GUARDIAN FD INVESTOR CLAS
641224407	0125990006917	4920009510	247.095	NEUBERGER BERMAN LARGE CAP VALUE FUND INVE
64122Q564	0125550406317	341011901	1,333.581	NEUBERGER BERMAN INTERNATINL EQUITY FUND I
64122Q564	0125550406515	341011913	193.531	NEUBERGER BERMAN INTERNATINL EQUITY FUND I
64122Q564	0125550406614	341011904	1,329.419	NEUBERGER BERMAN INTERNATINL EQUITY FUND I
64122Q564	0125550406416	341011908	193.531	NEUBERGER BERMAN INTERNATINL EQUITY FUND I
683905103	0127345905215	2002008965704	5.340	OPPENHEIMER MONEY MARKET FUND CLASS A INC
693390411	0127345618214	1215051051	3,320.503	PIMCO LOW DURATION FUND-CL A
74437E107	0127345773019	0047688513	173.381	PRUDENTIAL JENNISON GROWTH FUND CLASS A
74437E107	0127345902113	0047688512	93.424	PRUDENTIAL JENNISON GROWTH FUND CLASS A
746761105	0127344113811	476988661	431.000	PUTNAM FUND FOR GROWTH & INCOME-CL A
74680E101	0127345714112	347518921	56.000	PUTNAM INTERNATIONAL EQUITY CLASS A
803431667	0127345537919	331364	75.562	SARATOGA ADVANTAGE TRUST TECHNOLOGY & COMM
803431667	0127344004416	331372	20.938	SARATOGA ADVANTAGE TRUST TECHNOLOGY & COMM
86703Y823	0127345583111	7320021495	197.336	SUNAMERICA FOCUSED LARGE CAP GROWTH A
87234N518	0127345677210	9000059890	1,368.500	TCW FUNDS INC, DIVIDEND FOCUSED FD CL N
87234N583	0127344300111	9000065517	691.283	TCW FDS INC, VALUE OPPORTUNITIES FUND CL N
87234N583	0127344342014	9000067869	137.673	TCW FDS INC, VALUE OPPORTUNITIES FUND CL N
87234N583	0127345707710	9000063355	911.529	TCW FDS INC, VALUE OPPORTUNITIES FUND CL N
G54417202	734-41790-10	9073595689.00	175.243	LEGG MASON GLOBAL FDS WESTN ASSET DIVERSI
G54417202	0127432555918	9073664584	4.773	LEGG MASON GLOBAL FDS WESTN ASSET DIVERSI
G54417202	734-41763-13	9073590821	0.027	LEGG MASON GLOBAL FDS WESTN ASSET DIVERSI
G54417228	0127345623313	9073438872	0.003	LEGG MASON WA US HIGH YIELD A
G54417293	935-26057-12	9073404643.00	1,029.546	LEGG MASON GLOBAL FUNDS PLC BATTERYMARCH
G54417301	734-90032-15	10016134.00	16,016.450	LEGG MASON GLOBAL FDS WESTN ASSET US MONE
G54417327	734-58429-13	9073667652.00	13.200	LEGG MASON GLOBAL FDS WESTN ASSET US MONE

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
AIPO (African Union)	PHARMAPIPELINES	3 2006 01145	6/23/2006	54213	10/30/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Andorra	PHARMAPIPELINES	21382	7/6/2006	23157	7/7/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Bahamas	LEHMAN BROTHERS	15229	4/10/1992	15229	4/10/1992	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Bahamas	PHARMAPIPELINES	29511	6/20/2006	29511	6/20/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Bahrain	PHARMAPIPELINES	49525	8/8/2006	49525	8/8/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Barbados	PHARMAPIPELINES	81/21863	6/21/2006	81/21863	3/19/2009	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Belize	PHARMAPIPELINES	402506	8/8/2006	402506	11/21/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Bermuda	LEHMAN BROTHERS	25430	9/27/1993	25430	11/15/1994	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Brazil	LEHMAN BROTHERS	816800928	7/10/1992	816800928	11/30/1999	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Brazil	PHARMAPIPELINES	828484341	6/2/2006	828484341	9/30/2008	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Brazil	SubM	901254169	10/17/2008			FILED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Brunei Darussalam	PHARMAPIPELINES	37857	4/22/2006	37857	4/22/2006	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Canada	SubM	1414909	10/17/2008	TMA810599	10/28/2011	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Chile	PHARMAPIPELINES	739452	8/8/2006	777451	1/15/2007	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
China (People's Republic Of)	LEHMAN BROTHERS	94022149	3/21/1994	799880	12/14/1995	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				
Colombia	LEHMAN BROTHERS	92363790	7/21/1992	144169	12/23/1993	REGISTERED
<i>Rec. Owner:</i>	LEHMAN BROTHERS INC	OWNER CONFIRMED				

Schedule 3

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Colombia	PHARMAPIPELINES	06049435	5/23/2006	325186	11/30/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Georgia	LEHMAN BROTHERS	973/03-92	12/24/1992	2445	6/21/1996	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
India	LEHMAN BROTHERS	1237714	9/17/2003	1237714	12/29/2005	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
India	PHARMAPIPELINES	1447311	4/21/2006	1447311	4/21/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Indonesia	PHARMAPIPELINES	J002006018971	8/4/2006	IDM000156839	3/10/2008	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Japan	LEHMAN BROTHERS	229705/1992	9/25/1992	4010755	6/13/1997	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Kazakhstan	PHARMAPIPELINES	34569	4/21/2006	24773	5/14/2008	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Kenya	LEHMAN BROTHERS	SMA/0459	8/2/1995	SMA/0459	3/4/1997	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Kosovo	PHARMAPIPELINES	7514	3/14/2006	6681	2/20/2012	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Kuwait	LEHMAN BROTHERS	43222	5/26/1999	39789	8/15/2004	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Kuwait	PHARMAPIPELINES	77119	5/10/2006	64334	4/21/2007	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Lebanon	PHARMAPIPELINES	2251	5/6/2006	106507	5/6/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Macao	PHARMAPIPELINES	N/23475	8/4/2006	N/23475	12/7/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Malaysia	LEHMAN BROTHERS	92/03507	5/26/1992	92/03507	5/26/1992	REGISTERED
	<i>Rec. Owner:</i> BARCLAYS CAPITAL INC	OWNER NOT CONFIRMED				
Malaysia	PHARMAPIPELINES	2006/07127	4/28/2006	06007127	2/8/2006	REGISTERED
	<i>Rec. Owner:</i> BARCLAYS CAPITAL INC	OWNER NOT CONFIRMED				
Mexico	PHARMAPIPELINES	781156	5/8/2006	944780	7/26/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Nigeria	PHARMAPIPELINES	TP 163207	7/17/2006	97438	7/17/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Norway	LMX	200409406	9/20/2004	230111	12/14/2005	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Norway	RBI	2007 08198	7/11/2007	242607	11/22/2007	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Norway	SubM	200805209	4/21/2008	246540	6/24/2008	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Pakistan	PHARMAPIPELINES	222571	5/24/2006	222571	5/24/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Portugal	LEHMAN BROTHERS	281886	4/3/1992	281886	12/3/1993	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Saudi Arabia	LEHMAN BROTHERS	16640	5/13/1992	289/58	8/1/1993	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Saudi Arabia	PHARMAPIPELINES	108454	8/7/2006	1089/80	8/10/2009	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Switzerland	LEHMAN BROTHERS	1242/19932	4/1/1993	405368	11/24/1993	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Switzerland	LMX	31792004	9/14/2004	527795	11/17/2004	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Switzerland	RBI	57400/2007	7/10/2007	564518	7/10/2007	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Switzerland	SubM	55038/2008	4/18/2008	574591	4/18/2008	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Taiwan	LEHMAN BROTHERS	81-22313	5/8/1992	63783	5/1/1993	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Taiwan	PHARMAPIPELINES	095021033	4/25/2006	1257126	4/1/2007	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Turks And Caicos Islands	PHARMAPIPELINES					REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER NOT CONFIRMED				
Ukraine	LEHMAN BROTHERS	94093261/T	9/29/1994	12191	6/7/1999	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				

Schedule 3

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United Arab Emirates	LEHMAN BROTHERS	7876	9/24/1994	10146	5/11/1997	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Venezuela	LEHMAN BROTHERS	1992-008086	4/23/1992	P211973	6/18/1999	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Venezuela	LEHMAN BROTHERS	24957/92	11/13/1992	980	6/5/1995	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Venezuela	PHARMAPIPELINES	8676-06	4/27/2006	33670	11/30/2006	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Vietnam	LEHMAN BROTHERS	11250	3/15/1993	9383	10/11/1993	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Vietnam	PHARMAPIPELINES	4-2006-09791	6/23/2006	114872	11/27/2008	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
WIPO	PHARMAPIPELINES	885027	3/14/2006	885027	3/14/2006	REGISTERED
<i>WIPO</i>	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
WIPO	PORTFOLIO WEBBENCH	944636	11/20/2007	944636	11/20/2007	REGISTERED
<i>WIPO</i>	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				
Zimbabwe	LEHMAN BROTHERS	921/97	6/5/1997	921/97	6/5/1997	REGISTERED
	<i>Rec. Owner:</i> LEHMAN BROTHERS INC	OWNER CONFIRMED				