

T P Michael Mawstein [michael.mawstein@citib.com]
cc: wrlc.rufek@citib.com

September 16, 2008
3:00 P.M. Eastern Time

In response to the request of Lehman Brothers Incorporated ("LBI"), Citibank, N.A. ("Citibank") agrees to maintain CLS clearing facilities for LBI for September 17, 2008 only, in accordance with the CLS Settlement Services Amended and Restated Agreement dated October 28, 2004 (the "CLS Agreement") and subject to the following terms and conditions:

1. LBI has previously established, pursuant to the Letter Agreement between Citibank, LBI and Lehman Brothers Commercial Corp. dated September 15, 2008, 4:30 PM Eastern Time, a time account no. 30544658 with Citibank, Nassau Branch in the aggregate principal amount of \$1 billion.
2. LBI represents and warrants to Citibank that LBI was duly authorized to establish the time deposit referred to in Paragraph 1 hereof and is duly authorized to execute and deliver this letter and to perform LBI's obligations hereunder.
3. LBI represents and warrants to Citibank that the deposit established in Paragraph 1 of this letter is the property only of LBI and not of any other Lehman company and is not encumbered in any way.
4. The parties agree that the transactions contemplated by this letter are subject to Citibank's General Account Conditions.
5. Citibank undertakes to effect payments on CLS only for the account of LBI, which company is not in a bankruptcy or other insolvency proceeding, and for no other company. These payments will be made by Citibank only in amounts at any time outstanding of up to the aggregate amount in effect from time to time of the LBI deposit placed with Citibank pursuant to Paragraph 1 hereof.
6. Citibank shall have the right at all times to set off the amount of the referenced deposit account against any obligations of LBI under the CLS Agreement.

Very truly yours,

CITIBANK, N.A.

By _____

Agreed and Accepted

LEHMAN BROTHERS INCORPORATED

By  _____