

(Multicurrency—Cross Border)

**ISDA**<sup>®</sup>

International Swap Dealers Association, Inc.

## MASTER AGREEMENT

dated as of November 15, 1993

Morgan Guaranty Trust  
Company of New York

Lehman Brothers  
Commercial Corporation

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows:—

### 1. Interpretation

(a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.

(b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.

(c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

### 2. Obligations

(i) **General Conditions.**

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

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value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK .....

(Name of Party)

By: *Louis DiFranco* .....

Name: LOUIS DIFRANCO  
Title: VICE PRESIDENT  
Date: \_\_\_\_\_

LEHMAN BROTHERS  
COMMERCIAL CORPORATION .....

(Name of Party)

By: *Thomas J. Williams* .....

Name: THOMAS J. WILLIAMS  
Title: SENIOR VICE PRESIDENT  
Date: 9/21/97

SCHEDULE  
to the  
Master Agreement

dated as of November 15, 1993

between

Morgan Guaranty Trust            and            Lehman Brothers  
Company of New York                Commercial Corporation  
("Morgan")                                (the "Counterparty")

Part 1

Termination Provisions

In this Agreement:-

- (1) "Specified Entity" means:
  - (a) in relation to Morgan, not applicable; and
  - (b) in relation to the Counterparty, not applicable.
- (2) "Specified Transaction" will have the meaning specified in Section 14.
- (3) The "Cross Default" provisions of Section 5(a)(vi) will apply to Morgan and the Counterparty and for such purpose:
  - (a) "Specified Indebtedness" will have the meaning specified in Section 14;
  - (b) "Threshold Amount" means, with respect to Morgan, an amount equal to 3% of its stockholder's equity and, with respect to the Counterparty and the Guarantor, US\$40,000,000, or its equivalent in any other currency.
- (4) "Termination Currency" means United States Dollars.
- (5) The "Credit Event Upon Merger" provisions of Section 5(b)(iv) will not apply to Morgan or the Counterparty.

- (6) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Morgan or the Counterparty.
- (7) For purposes of computing amounts payable on early termination:
  - (a) Market Quotation will apply to this Agreement; and
  - (b) The Second Method will apply to this Agreement.
- (8) Section 5(a) of the Agreement shall be amended by adding the following subsection "(ix)" thereto:

"(ix) Minimum Capital. Lehman Brothers, Inc. ("Lehman Brothers") fails to maintain net capital in excess of that required as calculated in accordance with the Computation for Determination of Reserve Requirements for Broker-Dealers under Section 15-C.3-1 of the Rules of the Securities Exchange Commission, utilizing the Aggregate Debit Method."

## Part 2

### Tax Representations

#### Representations of Morgan

- (1) Payer Tax Representation. For the purpose of Section 3(e), Morgan hereby makes the following representation:
  - (i) It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e)) to be made by it to the Counterparty under this Agreement. In making this representation, it may rely on:
    - (a) the accuracy of any representations made by the Counterparty pursuant to Section 3(f);

- (b) the satisfaction of the agreement of the Counterparty contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the Counterparty pursuant to Section 4(a)(i) or 4(a)(iii); and
- (c) the satisfaction of the agreement of the Counterparty contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (b) and the Counterparty does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (ii) It (A) is entering into such Transaction in the ordinary course of its trade as, and is, either (x) a recognized U.K. bank or (y) a recognized U.K. swaps dealer (in either case (x) or (y)), for purposes of the United Kingdom Inland Revenue Extra Statutory Concession on interest and currency swaps dated March 14, 1989), and (B) will bring into account payments made and received in respect of such Transaction in computing its income for United Kingdom tax purpose.

- (2) Payee Tax Representations. For the purpose of Section 3(f), Morgan makes the representations specified below.

- (i) It (A) is entering into such Transaction in the ordinary course of its trade as, and is, either (x) a recognized U.K. bank or (y) a recognized U.K. swaps dealer (in either case (x) or (y)), for purposes of the United Kingdom Inland Revenue Extra Statutory Concession on interest and currency swaps dated March 14, 1989), and (B) will bring into account payments made and received in respect of such Transaction in computing its income for United Kingdom tax purpose.
- (ii) It is a banking corporation organized under the laws of the State of New York and is not a foreign corporation within the meaning of Section 7701(a)(5) of the United States Internal Revenue Code.

Representations of the Counterparty

- (1) Payer Tax Representation. For the purpose of Section 3(e), the Counterparty hereby makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e)) to be made by it to Morgan under this Agreement. In making this representation, it may rely on:

- (a) the accuracy of any representation made by Morgan pursuant to Section 3(f);
- (b) the satisfaction of the agreement of Morgan contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by Morgan pursuant to Section 4(a)(i) or 4(a)(iii); and
- (c) the satisfaction of the agreement of Morgan contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (b) and Morgan does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (2) Payee Tax Representations. For the purpose of Section 3(e), the Counterparty makes the representation specified below:

It is a corporation organized under the laws of the State of Delaware.

Part 3

Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and (ii), each party agrees to deliver the following documents, as applicable:

- (1) Morgan will, on demand, deliver a certificate (or, if available, the current authorized signature book of Morgan) specifying the names, title and specimen signatures of the persons authorized to execute this Agreement and each Confirmation on its behalf.
- (2) The Counterparty will, on demand, deliver a certificate (or, if available, the current authorized signature book of the Counterparty) specifying the names, title and specimen signatures of the persons authorized to execute this Agreement and each Confirmation on its behalf.

Each of the foregoing documents is covered by the representation contained in Section 3(d) of this Agreement.

#### Part 4

##### Miscellaneous

- (1) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine.
- (2) Notices.
  - (a) In connection with Section 12(a), all notices to Morgan shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation and any notice for purposes of Sections 5 or 6 of the Agreement shall be sent to the address or telex number specified below:  
  
Morgan Guaranty Trust Company of New York  
60 Wall Street  
New York, New York 10260  
Attention: Global Swaps  
Facsimile No.: (212) 648-5922
  - (b) In connection with Section 12(a), all notices to the Counterparty shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation

and any notice for purposes of Sections 5 or 6 of the Agreement shall be sent to the address or telex number specified below:

Lehman Brothers Commercial Corporation  
Attn: Documentation Manager  
3 World Financial Center, 12th Floor  
New York, New York 10285-1200 USA  
Facsimile No.: 212-528-7097  
Telephone No.: 212-526-1877

- (3) Netting of Payments. Subparagraph (ii) of Section 2(c) will not apply for the purpose of Section 2(c) with respect to all Transactions under this Agreement with effect from the date of this Agreement.
- (4) Offices: Multibranch Party. For purposes of Section 10:
- (a) Section 10(a) will apply; and
  - (b) For the purpose of Section 10(c):
    - (i) Morgan is a Multibranch Party and may act through its London, New York and Tokyo Offices.
    - (ii) The Counterparty is not a Multibranch Party.
- (5) Credit Support Documents. The ISDA Credit Support Annex in the form of Exhibit A attached hereto is a Credit Support Document with respect to each party.
- The Guaranty of Lehman Brothers Holdings Inc. (the "Guarantor") in the form of Exhibit B attached hereto is a Credit Support Document with respect to the Counterparty.
- (6) Credit Support Provider. The Guarantor.

Part 5

Other Provisions

- (1) Incorporation of ISDA Commodity Definitions. The 1993 ISDA Commodity Derivative Definitions (the "Commodity Definitions"), published by the International Swap Derivatives Association, Inc., as hereby incorporated by reference with respect to any "Transactions" in commodities as defined by the Commodity Definitions, except as otherwise specifically provided herein and in the Confirmation.
- (2) Scope of Agreement. Notwithstanding anything contained in the Agreement to the contrary, if the parties enter into any Specified Transaction, such Specified Transaction shall be subject to, governed by and construed in accordance with the terms of this Agreement unless the Confirmation relating thereto shall specifically state to the contrary. Each such Specified Transaction shall be a Transaction for the purposes of this Agreement.
- (3) Inconsistency. In the event of any inconsistency between any of the following documents, the relevant document first listed below shall govern: (i) a Confirmation; (ii) the Schedule; (iii) the 1991 Definitions, FX Definitions and 1995 Commodity Definitions; and (iv) the printed form of ISDA Master Agreement.
- (4) Right of Setoff.
- (a) In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default or an Additional Termination Event with respect to a party ("X"), the other party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X owed to Y (and to any Affiliate of Y) (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (and to any Affiliate of Y) owed to X (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation.)

- (b) For the purposes of cross-currency set-off, Y may convert either obligation at the applicable market exchange rate selected by Y on the relevant date.
  - (c) If the amount of an obligation is unascertained, Y may in good faith estimate that amount and set-off in respect of the estimate, subject to the relevant party accounting to the other when the amount of the obligation is ascertained.
  - (d) This clause (4) shall not constitute a mortgage, charge, lien or other security interest upon any of the property or assets of either party to this Agreement.
- (5) Calculation Agent. The Calculation Agent will be Morgan.
- (6) Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Credit Support Document. Each party (i) certifies that no representative, agent or attorney of the other party or any Credit Support Provider has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Agreement and provide for any Credit Support Document, as applicable, by, among other things, the mutual waivers and certifications in this Section.
- (7) Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- (8) Representations and Warranties. Section 3(a) is amended by adding the following paragraphs (vi) and (vii):

- (vi) No Agency. It is entering into this Agreement and each Transactions as principal (and not as agent or in any other capacity, fiduciary or otherwise).
  - (vii) Eligible Swap Participant. It is an "eligible swap participant" as that term is defined by the United States Commodity Futures Trading Commission in 17 C.F.R. §35.1(b)(2)."
- (9) Outstanding Specified Transactions. Upon the effectiveness of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement with respect to specific Specified Transactions then outstanding between the parties shall be subject to the terms hereof.
- (10) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):
- (a) **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
  - (b) **Evaluation and Understanding**. It is capable of assessing the merits of and evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is

also capable of assuming, and assumes, the financial and other risks of that Transaction.

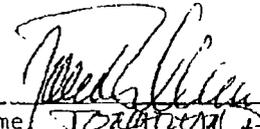
- (c) **Status of Parties.** The other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction.

Please confirm your agreement to the terms of the foregoing Schedule by signing below.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By:   
Name:  
Title: **LOUIS DiFRANCO**  
**VICE PRESIDENT**

LEHMAN BROTHERS COMMERCIAL  
CORPORATION

By:   
Name: **JONATHAN D. WILENTZ**  
Title: **SENIOR VICE PRES**

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CREDIT SUPPORT ANNEX

to the Schedule to the  
Master Agreement

dated as of November 15, 1993

between

Morgan Guaranty Trust      and  
Company of New York  
("Morgan")

Lehman Brothers  
Commercial Corporation  
("the Counterparty")

**Paragraph 13. Elections and Variables**

- (a) Security Interest for "Obligations". The term "Obligations" as used in this Annex includes no additional obligations with respect to Morgan and the Counterparty.
- (b) Credit Support Obligations.
- (i) Delivery Amount, Return Amount and Credit Support Amount.
- (A) "Delivery Amount" will have the meaning specified in Paragraph 3(b).
- (B) "Return Amount" will have the meaning specified in Paragraph 3(b).
- (C) "Credit Support Amount" will have the meaning specified in Paragraph 3(b).
- (ii) Eligible Collateral. The following items will qualify as "Eligible Collateral" for the party specified:

		<u>Morgan</u>	<u>Counter-</u> <u>party</u>	<u>"Valuation</u> <u>Percentage"</u>
(A)	Cash	[ X ]	[ X ]	[100]%
(B)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of not more than one year ("Treasury Bills")	[ X ]	[ X ]	[98]%
(C)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than one year but not more than ten years ("Treasury Notes")	[ X ]	[ X ]	[98]%
(D)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than ten years ("Treasury Bonds")	[ X ]	[ X ]	[95]%
(E)	Other: Agency Securities having an original maturity at issuance of not more than ten years.	[ X ]	[ X ]	[98]%
	Agency Securities having an original maturity at issuance of more than ten years.	[ X ]	[ X ]	[95]%

As used herein, "Agency Securities" means negotiable debt obligations which are fully guaranteed as to both principal and interest by the Federal National Mortgage Association, the Government National Mortgage Corporation or the Federal Home Loan Mortgage Corporation, but excluding (i) interest only and principal only securities and (ii) Collateralized Mortgage Obligations, Real Estate Mortgage Investment Conduits and similar derivative securities.

(iii) Other Eligible Support. There shall be no "Other Eligible Support" for either party for purposes of this Annex.

(iv) Thresholds.

(A) "Independent Amount" means:

- (i) on any date on which the Long Term Debt Rating of a party (or, in the case of the Counterparty, the Credit Support Provider) is equal to or higher than BBB+ (in the case of S&P) and equal to or higher than Baal (in the case of Moody's), \$0; and
- (ii) on any date on which the Long Term Debt Rating of a party (or, in the case of the Counterparty, the Credit Support Provider) is lower than BBB+ (in the case of S&P) or lower than Baal (in the case of Moody's) an amount calculated in accordance with the methodology set forth in Exhibit 1, provided however, that in the event that:

- (i) upon the Transfer of the Independent Amount, the Non-Downgraded party would hold Posted Collateral having a value in excess of \$100,000; and

- (ii) the Exposure of the Non-Downgraded Party to the Downgraded Party is a positive number;

the obligation of the Downgraded Party to Transfer such Independent Amount to the Non-Downgraded Party shall be temporarily suspended for a period of seven Local Business Days (the "Negotiated Unwind Period").

During the Negotiated Unwind Period, the Non-Downgraded Party shall use its best efforts to negotiate with the Non-Downgraded Party to terminate or assign a Transaction or Transactions to reduce the Exposure of the Downgraded Party to the Non-Downgraded Party. In the event that

the Downgraded Party shall be required to transfer the Independent Amount at the time when the Exposure of the Non-Downgraded Party to the Downgraded Party is a negative number, the Non-Downgraded Party shall use its best efforts to reduce the Exposure of the Downgraded Party to the Non-Downgraded Party. After the expiration of the Negotiated Unwind Period, the Downgraded Party shall be obligated to transfer Collateral to the Non-Downgraded Party in accordance with the provisions of this Agreement, without regard to this provision.

(B) "Threshold" means, with respect to a party, the amounts determined on the basis of the lower of the Long Term Debt Ratings set forth in the following table, provided, however, that if (i) a party has no Long Term Debt Rating, or (ii) an Event of Default has occurred and is continuing with respect to such party, such party's Threshold shall be \$0:

<u>LONG TERM DEBT RATING</u> <u>(S&amp;P / Moody's)</u>	<u>THRESHOLD</u> <u>Counterparty</u>	<u>THRESHOLD</u> <u>Morgan</u>
AAA/Aaa	\$50,000,000	\$50,000,000
AA+/Aa1	\$40,000,000	\$40,000,000
AA/Aa2	\$35,000,000	\$35,000,000
AA-/Aa3	\$25,000,000	\$25,000,000
A+/A1	\$20,000,000	\$20,000,000
A/A2	\$10,000,000	\$10,000,000
A-/A3	\$7,500,000	\$7,500,000
BBB+/Baa1	\$5,000,000	\$5,000,000
Below BBB+/Baa1	\$0	\$0

As used herein:

"Long Term Debt Rating" means the rating assigned by either S&P or Moody's to the long term, unsecured and unsubordinated indebtedness of Morgan or Lehman Brothers Holdings Inc., as the case may be.

"S&P" means Standard & Poor's Corporation.

"Moody's" means Moody's Investor Services, Inc.

(C) "Minimum Transfer Amount" means, with respect to a party, \$100,000, provided, however, that if an Event of Default has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be \$0.

(D) Rounding. The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of \$10,000.

(c) Valuation and Timing.

(i) "Valuation Agent" means the party making the demand under Paragraph 3.

(ii) "Valuation Date" means each Tuesday (or, if a Tuesday is not a Business Day, the next succeeding day which is a Business Day) provided, however, that in the event that the Threshold applicable to a party is \$0, "Valuation Date" shall mean each Business Day.

(iii) "Valuation Time" means the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;

provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.

(iv) "Notification Time" means no later than 1:00 p.m., New York time, on a Local Business Day.

- (d) Conditions Precedent. There shall be no "Specified Condition" with respect to either party for purposes of this Annex.
- (e) Substitution. For purposes of Paragraph 4:
- (i) "Substitution Date" has the meaning specified in Paragraph 4(d)(i)
- (f) Dispute Resolution.
- (i) "Resolution Time" means 1:00 p.m., New York time, on the Local Business Day following the date on which notice is given that gives rise to a dispute under Paragraph 5.
- (ii) "Recalculation Date" means the Valuation Date that gives rise to the dispute under Paragraph 5; provided, however, that if a subsequent Valuation Date occurs under Paragraph 3 prior to the resolution of the dispute, then the "Recalculation Date" means the most recent Valuation Date under Paragraph 3.
- (iii) Value. For the purpose of Paragraphs 5(i)(c) and 5(ii), the Value of Posted Credit Support other than Cash will be calculated as follows:
- (A) with respect to any Treasury Bills, Treasury Notes, Treasury Bonds or Agency Securities (referred to herein as "Government Obligations"), the sum of (I) (x) the mean of the high bid and low asked prices quoted on such date by any principal market maker for such Government Obligations chosen by the Disputing Party, or (y) if no quotations are available from a principal market maker for such date, the mean of such high bid and low asked prices as of the day, next preceding such date, on which such quotations were available, plus (II) the accrued interest on such Government Obligations (except to the extent Transferred to a party pursuant to any applicable provision of this Agreement or included in the applicable price referred to in (I) of this clause (A)) as of such date
- (iv) The provisions of Paragraph 5(i) will apply.

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(g) Holding and Using Posted Collateral.

(i) Eligibility to Hold Posted Collateral: Custodians. Morgan will be entitled to hold Posted Collateral pursuant to Paragraph 6(b), provided that the following conditions applicable to it are satisfied:

- (1) Morgan is not a Defaulting Party.
- (2) The Custodian is a Bank (as defined in the Federal Deposit Insurance Act) whose Long Term Debt Rating is at least BBB+ by S&P or Baa3 by Moody's.

The Counterparty and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b), provided that the following conditions applicable to it are satisfied:

- (1) The Counterparty is not a Defaulting Party.
- (2) The Custodian is a Bank (as defined in the Federal Deposit Insurance Act) whose Long Term Debt Rating is at least BBB+ by S&P or Baa3 by Moody's.

(ii) Use of Posted Collateral. The provisions of Paragraph 6(c) will apply to Morgan and the Counterparty.

(h) Distributions and Interest Amount.

(i) Interest Rate. The "Interest Rate" for any day will be the overnight "Federal Funds (Effective)" rate in effect for such day, as published in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

(ii) Transfer of Interest Amount. The provisions of Paragraph 6(d)(ii) will apply.

(i) Additional Representations.

None.

(j) Other Eligible Support and Other Posted Support.

(i) "Value" shall have no meaning with respect to either party with respect to Other Eligible Support and Other Posted Support.

(ii) "Transfer" shall have no meaning with respect to either party with respect to Other Eligible Support and Other Posted Support.

(k) Demands and Notices.

All demands, specifications and notices made by a party to this Annex will be made pursuant to the Notices Section of this Agreement, unless otherwise specified here:

With respect to Morgan:

Morgan Guaranty Trust Company of New York  
P.O. Box 161  
60 Victoria Embankment  
London, EC4Y 0JP  
Attention: Credit Enhancement Administration Group  
Telephone No: 011-4471-325-5495  
Fax No: 011-4471-325-4311

With respect to the Counterparty:

Lehman Brothers Commercial Corporation  
Attn: Jonathan D. Williams  
3 World Financial Center, 7th Floor  
New York, New York 10285  
Telex: 3740245      Answerback: SLH LME VB  
Facsimile No.: 212-528-6865  
Telephone No.: 212-526-8781

(l) Addresses for Transfers.

With respect to Morgan:  
Will be supplied on or before the date of Morgan's initial Transfer hereunder.

With respect to the Counterparty:  
Will be supplied on or before the date of the Counterparty's initial Transfer hereunder.

(m) Other Provisions.

None.

Please confirm your agreement to the terms of the foregoing Paragraph 13 by signing below.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By:   
Name: LOUIS DEFRANCO  
Title: VICE PRESIDENT

LEHMAN BROTHERS COMMERCIAL  
CORPORATION

By:   
Name: JONATHAN D. WILCZAK  
Title: SENIOR VICE PRES

**CERTIFICATE OF INCUMBENCY**

I, Suzanne M. Conticelli, an Assistant Secretary of Lehman Brothers Special Financing Inc (the "Corporation"), a corporation duly incorporated under the laws of the State of Delaware, do hereby certify that the titles and specimen signatures of the persons listed below are true and correct.

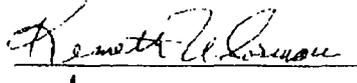
**NAME AND TITLE**

**SIGNATURE**

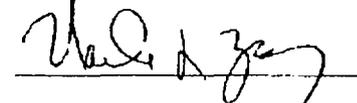
Bruce M. Witherell  
Managing Director



Kenneth U. Sormani  
Senior Vice President



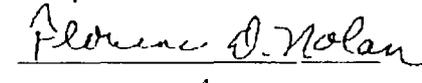
Mark L. Zusy  
Senior Vice President



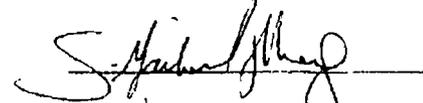
Maureen C. Daniels  
Vice President



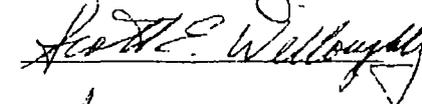
Florence D. Nolan  
Vice President



S. Michael Whang  
Vice President



Scott F. Willoughby  
Vice President



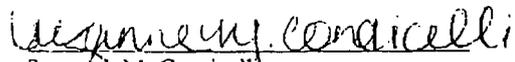
Meghan Eicher  
Authorized Signatory



IN WITNESS WHEREOF, I set my hand and have placed the seal of the Corporation this 1<sup>st</sup> day of March, 1997

(SEAL)

**LEHMAN BROTHERS SPECIAL FINANCING INC.**

  
Suzanne M. Conticelli  
Assistant Secretary

#5967

GUARANTEE OF LEHMAN BROTHERS HOLDINGS INC

LEHMAN BROTHERS COMMERCIAL CORPORATION ("Party A") and MORGAN GUARANTY TRUST COMPANY OF NEW YORK ("Party B") have entered into a Master Agreement dated as of November, 15, 1993 (the "Master Agreement"), pursuant to which Party A and Party B have entered and/or anticipate entering into one or more transactions (each a "Transaction"), the Confirmation of each of which supplements, forms part of, and will be read and construed as one with, the Master Agreement (collectively referred to as the "Agreement"). This Guarantee is a Credit Support Document as contemplated in the Agreement. For value received, and in consideration of the financial accommodation accorded to Party A by Party B under the Agreement, LEHMAN BROTHERS HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware ("Guarantor"), hereby agrees to the following.

(a) Guarantor hereby unconditionally guarantees to Party B the due and punctual payment of all amounts payable by Party A under each Transaction when and as Party A's obligations thereunder shall become due and payable in accordance with the terms of the Agreement. In case of the failure of Party A to pay punctually any such amounts, Guarantor hereby agrees, upon written demand by Party B, to pay or cause to be paid any such amounts punctually when and as the same shall become due and payable.

(b) Guarantor hereby agrees that its obligations under this Guarantee constitute a guarantee of payment when due and not of collection.

(c) Guarantor hereby agrees that its obligations under this Guarantee shall be unconditional, irrespective of the validity, regularity or enforceability of the Agreement against Party A (other than as a result of the unenforceability thereof against Party B), the absence of any action to enforce Party A's obligations under the Agreement, any waiver or consent by Party B with respect to any provisions thereof, the entry by Party A and Party B into additional Transactions under the Agreement or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, provided, however, that Guarantor shall be entitled to exercise any right that Party A could have exercised under the Agreement to cure any default in respect of its obligations under the Agreement or to setoff, counterclaim or withhold payment in respect of any Event of Default or Potential Event of Default in respect of Party B or any Affiliate, but only to the extent such right is provided to Party A under the Agreement. The Guarantor acknowledges that Party A and Party B may from time to time enter into one or more Transactions pursuant to the Agreement and agrees that the obligations of the Guarantor under this Guarantee will upon the execution of any such Transaction by Party A and Party B extend to all such Transactions without the taking of further action by the Guarantor.

(d) Guarantor shall be subrogated to all rights of Party B against Party A in respect of any amounts paid by Guarantor pursuant to the provisions of this Guarantee, provided, however, that Guarantor shall not be entitled to enforce or to receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by Party A under the Agreement, shall have been paid in full.

(e) Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligation or interest thereon is rescinded or must otherwise be restored by Party B upon an Event of Default as set forth in Section 5(a)(vii) of the Master Agreement affecting Party A or Guarantor

(f) Guarantor hereby waives (i) promptness, diligence, presentment, demand or payment, protest, order and, except as set forth in paragraph (a) hereof, notice of any kind in connection with the Agreement and this Guarantee, or (ii) any requirement that Party B exhaust any right to take any action against Party A or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guarantee

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine. All capitalized terms not defined in this Guarantee, but defined in the Agreement, shall have the meanings assigned thereto in the Agreement

Any notice hereunder will be sufficiently given if given in accordance with the provisions for notices under Section 12 of the Agreement and will be effective as set forth therein. All notices hereunder shall be delivered to Lehman Brothers Holdings Inc., Attention: Treasurer, at 200 Vesey Street, 28th Floor, New York, New York 10285 USA (Facsimile No. (212) 526-1467) with a copy to Lehman Brothers Commercial Corporation, Attention: Senior Vice President at 3 World Financial Center, 7th Floor, New York, New York 10285-0700 (Facsimile No. (212) 528-6865).

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed in its corporate name by its duly authorized officer as of the date of the Agreement.

**LEHMAN BROTHERS HOLDINGS INC.**

By:   
Title: *AVP*