



"Yeung, Andrew"
<andrew.yeung@lehman.com>

09/10/2008 07:32 AM

To: <inaba_gail@jpmorgan.com>
cc: <JAronson@bear.com>, "Miller, Jessica W"
<IMiller@goodwinprocter.com>, <Nikki.G.Appel@chase.com>,
<Peter.J.Wasserman@chase.com>, "Hespel, Paul W"
<PHespel@goodwinprocter.com>,
<mark.g.doctoroff@jpmorgan.com>, "Fleming, Dan (TSY)"
<dfleming@lehman.com>
Subject: RE: Execution Documents

Gail,

Attached are our signature pages to the agreements.

Best,

Andrew

Andrew M.W. Yeung
Lehman Brothers
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 526-4584
Fax: (646) 834-0721
email: andrew.yeung@lehman.com

-----Original Message-----

From: inaba_gail@jpmorgan.com [mailto:inaba_gail@jpmorgan.com]
Sent: Wednesday, September 10, 2008 6:46 AM
To: Yeung, Andrew
Cc: JAronson@bear.com; Miller, Jessica W; Nikki.G.Appel@chase.com;
Peter.J.Wasserman@chase.com; Hespel, Paul W;
mark.g.doctoroff@jpmorgan.com
Subject: RE: Execution Documents

Many thanks for all your efforts on this. We will await signed copies.
Best regards, Gail

"Yeung, Andrew"

<andrew.yeung@leh

man.com>

To

09/10/2008 06:30

<inaba_gail@jpmorgan.com>
<Nikki.G.Appel@chase.com>

AM
cc

<JAronson@bear.com>,

<Peter.J.Wasserman@chase.

"Miller, Jessica W"

<JMiller@goodwinprocter.c

"Hespel, Paul W"

<PHespel@goodwinprocter.c

Subject

RE: Execution Documents

Hi Gail,

We have no further comments to the agreements and I have sent them on to our executive officers for their final approval and signature. I will forward the signature pages to you upon receipt.

Best,

Andrew

Andrew M.W. Yeung
Lehman Brothers
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 526-4584
Fax: (646) 834-0721
email: andrew.yeung@lehman.com

-----Original Message-----

From: inaba_gail@jpmorgan.com [mailto:inaba_gail@jpmorgan.com]
Sent: Wednesday, September 10, 2008 5:56 AM
To: Yeung, Andrew
Cc: JAronson@bear.com; Peter.J.Wasserman@chase.com;
inaba_gail@jpmorgan.com; Miller, Jessica W; Hespel, Paul W;
Robert.T.Colleran@chase.com; genova_diane@jpmorgan.com;
mark.g.doctoroff@jpmorgan.com; John.Vollkommer@chase.com
Subject: Execution Documents

Andrew, Attached are clean, execution versions of the Guaranty, the

Aurora Guaranty, the Security Agreement, the Amendment to the Clearance Agreement and the Account Control Agreement. Apologies, we are experiencing systems issues and can only send a clean version of the new Guaranty and Amendment to the Clearance Agreement at this time. We will try to send marked versions if we can recover the documents. Please let me know if we have any outstanding issues. I appreciate your assistance in completing this matter. Best, Gail

(See attached file: Guaranty Aurora Clean.DOC)(See attached file: Guaranty Aurora Marked 9-09-08.DOC)(See attached file: Security Agreement Clean 9-09-08.DOC)(See attached file: Security Agreement Marked 9-09-08.DOC)(See attached file: Amendment to Clearance Clean 9-09-08.DOC)(See attached file: Control Agreement Clean 9-09-08.DOC)(See attached file: Control Agreement Marked 9-09-08.DOC) (See attached file: Guaranty 2 Clean 9-09-08.DOC)

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Generally, this communication is for informational purposes only and it is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. In the event you are receiving the offering materials attached below related to your interest in hedge funds or private equity, this communication may be intended as an offer or solicitation for the purchase or sale of such fund(s). All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates.

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IRS Circular 230 Disclosure:

Please be advised that any discussion of U.S. tax matters contained within this communication (including any attachments) is not intended or written to be used and cannot be used for the purpose of (1) avoiding U.S. tax related penalties or (11) promoting, marketing or recommending to another party any transaction or matter addressed herein.



Document.pdf.zip

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by an authorized officer as of the date first above written.

LEHMAN BROTHERS HOLDINGS INC.

By: 

Name: *Isaac Trietler*

Title: *Chief Financial and Control Officer*

Address:

ELLENALY BROSCHES UHLENBERG INC.

By: *[Signature]*

Name: Ellenaly Brosches Uhlberg

Title: CEO, ELLENALY BROSCHES UHLENBERG INC.

(JPMORGAN CHASE BANK, N.A. the and on behalf of itself or its subsidiary and affiliates)

By: _____

Name:

Title:

ACKNOWLEDGED and AGREED TO:
as a Fund and issuer of Shares:

JP Morgan Capital Asset Money Market Fund-Capital Share:

By: _____

Name: _____

Date: _____

ACKNOWLEDGED and AGREED TO:
as a Fund and issuer of Shares:

JP Morgan Tax Free Money Market Fund-Institutional Shares

By: _____

Name: _____

Date: _____

ACKNOWLEDGED and AGREED TO:
as a Fund and issuer of Shares:

JP Morgan Municipal Money Market Fund-Institutional Shares

By: _____

Name: _____

Date: _____

11448 of
323009v2

AMENDMENT TO CLEARANCE AGREEMENT

WHEREAS, Lehman Brothers Inc., Lehman Commercial Paper Inc., Lehman Brothers Holdings Inc., Lehman Brothers International (Europe), Lehman Brothers OTC Derivatives Inc., and Lehman Brothers Japan Inc. (the "Customer" or "Customers") and JPMorgan Chase Bank, N.A. (formerly The Chase Manhattan Bank, the "Bank") have entered into that certain Clearance Agreement dated as of June 15, 2006, as amended by the Amendment to Clearance Agreement dated as of May 30, 2008 and as subsequently amended by the Amendment to Clearance Agreement dated as of August 20, 2008 (the "Agreement"); and

WHEREAS, the Customer and the Bank desire to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The first three lines of Section 11 of the Clearance Agreement shall be deleted in their entirety and replace with the following:

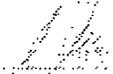
"In consideration of any credit advances, loans or other financial accommodations we may extend to you and in order to induce us from time to time, in our discretion, to extend or continue to extend credit, clearing advances, clearing loans or other financial accommodations to any of the Customers and/or to transact business, trade or enter into derivative transactions with any of the Customers and as security for the payment of all of your existing or future indebtedness, obligations and liabilities of any kind to us including, without limitation, arising in connection with trade, derivative transactions, settlement of securities hereunder or any other business (hereinafter the "Obligations"), you hereby:"

2. All other terms and conditions of the Agreement are hereby ratified, and the Agreement shall, except as expressly modified herein, continue in full force and effect.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the 9th day of September, 2008.

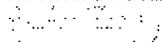
LEHMAN BROTHERS INC.

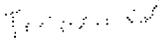
By: 
Name: Mark Twiss
Title: Managing Director, Global Treasury

83727333-0000

LEHMAN COMMERCIAL PAPER INC

By: 

Name: 

Title: 

6/27/2004 1:14:00

LEHMAN BROTHERS HOLDINGS INC

By: *[Signature]*

Name: *[Name]*

Title: *[Title]*

LEHMAN BROTHERS INTERNATIONAL EUROPE

By:

Name

Title

LEHMAN BROTHERS OTC DERIVATIVES INC

By: *[Signature]*

Name: *[Name]*

Title: *[Title]*

LEHMAN BROTHERS JAPAN INC

By:

Name

Title

JPMORGAN CHASE BANK N.A

By:

Name

Title

Title:

LEHMAN BROTHERS HOLDINGS INC

By: _____

Name:

Title:

LEHMAN BROTHERS INTERNATIONAL
(EUROPE)

By: _____

Name:

Title:

LEHMAN BROTHERS OTC ENERGY SERVICES INC.

By: _____

Name:

Title:

LEHMAN BROTHERS JAPAN INC.

By: *[Signature]* _____

Name: OSAKI ITO

Title: ACTING HEAD OF DEPARTMENT

JPMORGAN CHASE BANK, N.A.

By: _____

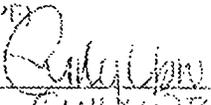
Name:

Title:

LEHMAN BROTHERS HOLDINGS INC

By: _____
Name:
Title:

LEHMAN BROTHERS INTERNATIONAL
(EUROPE)

By:  _____
Name: EMILY O'BRIEN
Title: AUTHORIZED SIGNATORY

LEHMAN BROTHERS OTC DERIVATIVES INC.

By: _____
Name:
Title:

LEHMAN BROTHERS JAPAN INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

and all other notices and demands whatsoever, whether or not relating to such transactions.

The provisions hereof shall be modified or limited except by a written instrument expressly referred to here and to the provision so modified or limited. This agreement shall be binding upon the assigns or successors of the undersigned, shall constitute a continuing agreement, applying to all future as well as existing transactions applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this agreement, and all transactions between the Bank and the undersigned shall be at any time closed, shall be equally applicable to any new transactions thereafter and shall be governed by law, insofar as according to the internal laws of the State of New York without reference to principles of conflicts of laws. By its execution hereof the undersigned hereby consents to the jurisdiction of the Federal and State courts located in New York. The undersigned hereby consents to the service of process in any action or proceeding brought against it by the Bank by means of registered mail to the last known address of the undersigned. Nothing herein, however, shall prevent service of process by any other means recognized as valid by law within or without the State of New York. Unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated. All references to agreements, quantities, documents and other writings herein refer to such writings as the same may be recrafted, amended, modified, supplemented and/or restated. At the request of the Bank, the undersigned agrees to do all other things which the Bank may deem necessary or advisable in order to protect and preserve the security interest and to give effect to the rights granted to the Bank under this Agreement, including, without limitation, entering into or causing to be entered into or to enter into, a "control agreement", or enable the Bank to comply with any applicable laws or regulations.

THE UNDERSIGNED HEREBY WAIVES AND AGREES TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INSTITUTED WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

New York, New York

LEHMAN BROTHERS HOLDINGS INC.

Dated: As of September 9, 2008

By:

Name: *[Signature]*

Title: *Chief Executive Officer*

the contrary, this Guaranty shall not affect or impair any other Guaranty made by the Guarantor in support of any of the obligations or liabilities of the Borrowers with respect to or in connection with extensions of credit or facilities other than those related hereto. This Guaranty shall become enforceable when it shall have been executed and delivered by the Guarantor to the Bank. Delivery of an executed signature page of this Guaranty by telecopy shall be effective as delivery of a manually executed signature page of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its authorized officer as of the date first above written.

LEHMAN BROTHERS HOLDINGS INC.

By: *[Signature]*

Name: *[Signature]*

Title:

Address: