

August __, 2008

Lehman Brothers Holdings Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

We understand that Lehman Brothers Holdings Inc. and its affiliates (collectively, "Lehman Brothers" or the "Company") wish to furnish [RECIPIENT] (collectively, "we" or "[]") in connection with []'s consideration of a potential investment in or transaction with the Company (the "Proposed Transaction") with non-public information (whether prepared by the Company, its advisors or otherwise and irrespective of the form of communication) relating to your business which you deem confidential and proprietary (the "Confidential Information"). We understand and acknowledge that the Confidential Information has been or will be furnished to us subject to the provisions of this confidentiality agreement (this "Agreement").

We hereby confirm that we are aware that the Confidential Information is confidential and proprietary and we understand that it is important that we respect its confidential nature. We further agree that we will use the Confidential Information solely in connection with evaluating or effecting the Proposed Transaction (the "Purpose") and will not, without your prior written consent, directly or indirectly divulge or disclose the Confidential Information to any person or entity, other than to our directors, officers, employees, advisors, and other representatives who need to know such information in connection with the Purpose. For purposes hereof, "Representatives" shall mean a party's agents, consultants and advisors (including without limitation, legal, financial and accounting advisors) who agree to be bound by the provisions hereof. The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

Notwithstanding the foregoing, Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by us or our Representatives in breach hereof, (ii) was within our or our Representatives' possession prior to its disclosure by or on behalf of the Company to us or our Representatives pursuant hereto, (iii) becomes available to us or our Representatives on a non-confidential basis after the date hereof from any third party which is not known by us or our Representatives to be bound by a confidentiality agreement with the Company with respect to such information, (iv) has been or is subsequently independently conceived or developed by us or our Representatives without reference to the Confidential Information or (v) we are required to disclose by law, regulation or judicial order.

We acknowledge and agree that we are aware that the Confidential Information being furnished to us contains material, non-public information regarding the Company and that the United States securities laws prohibit any persons who have such material, non-public information from purchasing or selling securities of the Company on the basis of such information or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities on the basis of such information.

In addition, the parties hereto agree that, without the prior written consent of the other party, neither party hereto nor such party's Representatives will disclose to any other person the fact that we are considering a possible transaction with the Company, that this Agreement exists, that the Confidential

Information has been made available to us, that discussions or negotiations are taking place concerning a possible transaction involving the Company or any of the terms, conditions or other facts with respect thereto (including the status thereof) (collectively, the "Transaction Information"). Without limiting the generality of the foregoing, we further agree that we will not, directly or indirectly, share the Confidential Information with or enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any other person (other than our Representatives as permitted above), including other potential bidders and equity financing sources, regarding a possible transaction involving the Company without the prior written consent of the Company and only upon such person executing a confidentiality agreement in favor of the Company with terms and conditions consistent with this Agreement. Furthermore, we shall not enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any debt financing source which would reasonably be expected to cause such debt financing source to limit, restrict, restrain or otherwise impair in any manner, the ability of such debt financing source to provide financing or other assistance to any other party considering a potential transaction with the Company.

In the event that we or any of our Representatives are requested or required (by deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar process to disclose any of the Confidential Information or Transaction Information, we shall provide the Company with prompt written notice to the extent not legally prohibited of any such request or requirement so that the Company may, at its sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, we or any of our Representatives are nonetheless, upon advice of your counsel, compelled to disclose Confidential Information or Transaction Information, we or our Representatives may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises us is legally required to be disclosed, provided that we exercise our reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by reasonably cooperating with the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. The foregoing provisions of this paragraph shall apply, mutatis mutandis, to the Company's non-disclosure obligations with respect to the Transaction Information.

We further agree that, unless otherwise instructed by the Company, all communications regarding the proposed transaction, requests for additional information, requests for facility tours or management meetings, and discussions or questions regarding procedures, will be submitted or directed only to _____ at Lehman Brothers.

If we decide that we do not wish to proceed with the possible transaction with the Company, then, upon the written request of the Company, or at any time upon the request of the Company for any reason or for no reason, you will promptly destroy all Confidential Information (and all copies thereof) furnished to us or our Representatives by or on behalf of the Company pursuant hereto, including any materials prepared by us or our Representatives containing, based upon or reflecting Confidential Information, and upon the Company's written request, we shall certify in writing that such destruction has occurred; provided, that we and our Representatives may retain Confidential Information for our files as required by our respective record retention policies to comply with legal and/or regulatory requirements; provided, further, that we shall not be required to destroy electronic versions of the Confidential Information to the extent such destruction is not reasonably practical. Notwithstanding the destruction or retention of the Confidential Information, we and our Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

We understand and acknowledge that neither the Company nor any of its Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. We agree that neither the Company nor any of its Representatives shall have any liability to us or to any of our Representatives relating to or resulting from the use of the Confidential Information. Each party hereto agrees that only those representations or warranties which are made in a final definitive agreement regarding the transactions contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. Furthermore, nothing contained in this Agreement nor the furnishing of Confidential Information shall be construed as granting or conferring any rights by license or otherwise in any intellectual property of the Company, except for a limited right of use as specifically set forth herein. All right, title and interest in the Confidential Information shall remain with the Company.

In consideration of and as a condition to the Confidential Information being furnished to us, we hereby agree that, for a period of 2 years from the date hereof, we and our controlled affiliates with access to the Confidential Information or Transaction Information will not, directly or indirectly, solicit, interfere with or endeavor to entice away, or offer to employ any of the current officers or senior employees of the Company that we meet in connection with the provision of the Confidential Information or Transaction Information (other than persons who are no longer officers or employees of the Company at the time discussions are initiated) so long as they are employed by the Company without obtaining the prior written consent of the Company; provided, however, that we shall not be prohibited from (i) employing any such person who contacts us on his or her own initiative and without any direct solicitation by us, or as a result of general advertisements for employment, (ii) soliciting or employing any such person through any recruiting firm that has not been directed to target the Company's employees or (iii) employing or soliciting any such person with whom you are presently having discussions.

Each party hereto agrees that unless and until a final definitive agreement regarding a transaction between the Company and you has been executed and delivered, neither we nor the Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the rights and obligations specifically agreed to herein. We further acknowledge and agree that the Company reserves the right, in its sole discretion, to reject any and all proposals made by us or any of your Representatives with regard to a transaction between the Company and you, and to terminate discussions and negotiations with you at any time.

The Company reserves the right to assign all of its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce all of the terms of this Agreement) to any person who enters into the transactions contemplated by this Agreement.

It is understood and agreed that no failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

It is further understood and agreed that any breach of this Agreement would result in irreparable harm to the non-breaching party, that money damages would not be a sufficient remedy for any such breach of this Agreement and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach and that neither party hereto nor such party's Representatives shall oppose the granting of such relief. The parties further agree to waive, and to use reasonable efforts to cause their respective Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to the non-breaching party.

It is understood that the terms of access by you or your Representatives to Confidential Information contained in any data room or website provided or arranged by the Company or on the Company's behalf in connection with a transaction shall be superseded by the understandings and agreements contained herein. No waiver of any provision of this Agreement shall be effective unless in writing and any such waiver shall affect only the matter specifically identified therein and shall not extend to any other matter. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof, supersedes all negotiations and agreements, oral or written, made prior to the execution hereof, and may not be amended or terminated except pursuant to a written agreement and duly executed by the parties hereto. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any right to trial by jury with respect to any lawsuit, claim or other proceeding arising out of or relating to this Agreement is expressly and irrevocably waived.

This Agreement may be executed in counterparts, each such counterpart shall be deemed an original and all such counterparts shall together constitute one instrument.

[NAME OF RECIPIENT]

By:

Name:
Title:

AGREED:

LEHMAN BROTHERS HOLDINGS INC.

By: _____
Name:
Title: