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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
	:	**08-13555(JMP)**
LEHMAN BROTHERS HOLDINGS INC., *et al.,*	:	**(Jointly Administered)**
DEBTORS.	:	

SECOND STIPULATION, AGREEMENT AND ORDER BETWEEN THE DEBTORS AND HISTORIC TW INC. EXTENDING THE TIME TO ASSUME OR REJECT LEASE OF NONRESIDENTIAL REAL PROPERTY AT 1271 AVENUE OF THE AMERICAS

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

This stipulation, agreement and order ("Stipulation, Agreement and Order") is entered into by and between Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the "Debtors") and Historic TW Inc. ("Time").

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are

being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Pursuant to that certain Lease, dated as of December 1, 1977, by and between the predecessor-in-interest to Rockefeller Center North, Inc. ("Rockefeller") and the predecessor-in-interest to Time (as amended and supplemented, the "Time Lease"), Rockefeller leases to Time certain premises in the building known as 1271 Avenue of the Americas and located at 111 West 50th Street, New York, New York (the "Building").

C. Pursuant to that certain Sublease, dated as of April 5, 2007, by and between Time and LBHI (as amended and supplemented, the "Sublease"), Time subleases to LBHI certain below-grade space, the 3rd floor, the 35th floor, the 37th through 45th floors and a portion of the 46th floor of the Building.

D. By stipulation, agreement, and order, dated April 10, 2009, by and between the Debtors and Time, the Court extended the period within which the Debtors must assume or reject the Sublease through and including June 30, 2009 pursuant to section 365(d)(4) of the Bankruptcy Code [Docket No. 3326].

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE DEBTORS AND TIME, THROUGH THEIR RESPECTIVE UNDERSIGNED COUNSEL AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. Pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the time period within which LBHI may determine to assume or reject the Sublease pursuant to section 365(d)(4) of the Bankruptcy Code hereby is extended through and including July 31, 2009. Pending this Court's approval of the Debtors' request for an extension of the period within which the Debtors

must assume or reject the Sublease and at all times prior to a rejection of the Sublease by LBHI, Time shall continue to perform timely all of its obligations under the Sublease, and the Debtors shall continue to perform timely all of their postpetition obligations under the Sublease, including the payment of all postpetition rent due to Time until LBHI's rejection of the Sublease.

2. Each person who executes this Stipulation, Agreement and Order on behalf of a party or parties hereto represents that he is duly authorized to execute this Stipulation, Agreement and Order on behalf of such party or parties.

3. This Stipulation, Agreement and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. This Stipulation, Agreement and Order is subject to approval of the Court and shall be of no force and effect unless and until it is approved.

5. This Stipulation, Agreement and Order may not be amended or modified except as agreed by the parties hereto and approved by further order of the Court.

6. This Stipulation, Agreement and Order and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Each of the parties hereto irrevocably consents to the jurisdiction of the Court with respect to any action to interpret or enforce the terms and provisions of this Stipulation, Agreement and Order and expressly waives any right to commence any such action in another forum.

[*The remainder of this page is intentionally blank.*]

Dated: June 15, 2009

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SO ORDERED this 30th day of June, 2009

s/ James M. Peck
HONORABLE JAMES PECK
UNITED STATES BANKRUPTCY JUDGE