Hearing Date and Time: August 5, 2009 at 10:00 a.m.
Objection Date and Time: July 31, 2009 at 4:00 p.m.

Steve Jakubowski (Admitted *Pro Hac Vice*)
THE COLEMAN LAW FIRM
77 West Wacker Dr., Suite 4800
Chicago, Illinois 60601
Telephone: (312) 606-8641
Facsimile: (312) 444-1028
sjakubowski@colemanlawfirm.com

Attorneys for Robert A. Schoellhorn Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

JOINDER OF ROBERT A. SCHOELLHORN TRUST IN OBJECTION OF RELIANT ENERGY POWER SUPPLY TO THE DEBTORS' MOTION FOR AUTHORIZATION TO IMPLEMENT ADR PROCEDURES FOR AFFIRMATIVE CLAIMS OF DEBTORS UNDER DERIVATIVE CONTRACTS

Robert A. Schoellhorn Trust (the "**Schoellhorn Trust**"), by and through its attorneys, submit this joinder in the objection (the "**Objection**") of Reliant Energy Power Supply LLC [Docket No. 4541] to the motion (the "**Motion**") of the above-captioned debtors and debtors in possession (the "**Debtors**") for an order authorizing certain alternative dispute resolution procedures for affirmative claims of the Debtors under derivative contracts [Docket No. 4453], and in support thereof states as follows:[1]

[1] Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Motion or the Objection.

1. The Schoellhorn Trust is a party to a certain prepaid forward contract with Lehman Brothers OTC Derivatives, Inc. ("**LOTC**") dated February 8, 2007 for 100,000 shares of Abbott Laboratories ("**ABT**") (the "**ABT Prepaid Forward Contract**").

2. On November 12, 2008, pursuant to Section 5(a)(vii) of the ISDA Master Agreement governing the ABT Prepaid Forward Contract, the Schoellhorn Trust sent notice to LOTC that the bankruptcy filing by LOTC (provided that it had not been dismissed or stayed within 30 days of the filing) constituted an Event of Default under the Agreements. Under Section 6(a) of the ISDA Master Agreement, upon the occurrence of an Event of Default (as defined therein) that "is then continuing," the Schoellhorn Trust could "designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions." Further, under Section 12(a)(i) of the ISDA Master Agreement, notice "will be deemed effective … on the date it is delivered."

3. The Schoellhorn Trust delivered the notice of early termination of the ABT Prepaid Forward Contract in reliance upon 11 U.S.C. § 560, which provides that "the exercise of any contractual right of any … financial participant to cause the liquidation, termination, or acceleration of one or more swap agreements because of a condition of the kind specified in section 365(e)(1) of this title or to offset or net out any termination values or payment amounts arising under or in connection with the termination, liquidation, or acceleration of one or more swap agreements shall not be stayed, avoided, or otherwise limited by operation of any provision of this title or by order or a court or administrative agency in any proceeding under this title."

4. The Schoellhorn Trust hereby joins and incorporates by reference the arguments, in their entirety, made by Reliant Energy Power Supply, LLC in its objection [Docket No. 4541] to the Motion.

WHEREFORE, the Schoellhorn Trust respectfully requests that the Court deny the Motion and grant such other and further relief as is just and proper.

Dated: July 31, 2009

Respectfully submitted,

THE ROBERT SCHOELLHORN

By: /s/ Steve Jakubowski
One of Its Attorneys

Steve Jakubowski (IL ARDC# 6191960)
THE COLEMAN LAW FIRM
77 West Wacker Drive, Suite 4800
Chicago, IL 60601
Tel: (312) 606-8641
Fax: (312) 444-1028
sjakubowski@colemanlawfirm.com