

# ORIGINAL

United States Bankruptcy Court / Southern District Of New York

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP) 0000045104

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on  
<http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Jih Sun International Bank, c/o Morrison & Foerster LLP**  
1290 Avenue of the Americas, New York, NY 10104  
Attn: Karen Ostad, Tel: 212-468-8041, Email: [kostad@mof.com](mailto:kostad@mof.com)

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(if known)

Filed on: \_\_\_\_\_

**Jih Sun International Bank**  
2F, No.68, Songjiang Rd., Taipei City, Taiwan R.O.C.  
Tel: 886-2-2562-9398

Attn: Stella Yang, Email: [028649@jsun.com](mailto:028649@jsun.com)  
Attn: Tsai Pei Chieh, Email: [029787@jsun.com](mailto:029787@jsun.com)  
Attn: Jessica Kuo, Email: [7962@jsun.com](mailto:7962@jsun.com)  
Attn: Rebecca Huang, Email: [028721@jsun.com](mailto:028721@jsun.com)  
Attn: Celine Chang, Email: [0210056@jsun.com](mailto:0210056@jsun.com)  
Attn: Mandy Chen, Email: [0210642@jsun.com](mailto:0210642@jsun.com)  
Attn: Wilson Chou, Email: [7258@jsun.com.tw](mailto:7258@jsun.com.tw)  
Attn: Candice Lee, Email: [5085@jsun.com.tw](mailto:5085@jsun.com.tw)  
Attn: Eric Hu, Email: [020008532@jsun.com.tw](mailto:020008532@jsun.com.tw)

Name and address where payment should be sent (if different from above)

**Jih Sun International Bank**  
2F, No.68, Songjiang Rd., Taipei City, Taiwan R.O.C.  
Tel: 886-2-2562-9398

Attn: Stella Yang, Email: [028649@jsun.com](mailto:028649@jsun.com)  
Attn: Tsai Pei Chieh, Email: [029787@jsun.com](mailto:029787@jsun.com)  
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Attn: Rebecca Huang, Email: [028721@jsun.com](mailto:028721@jsun.com)  
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Attn: Eric Hu, Email: [020008532@jsun.com.tw](mailto:020008532@jsun.com.tw)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: No less than USD8,791,601.46, plus interest, premium, fees and other amounts (See Appendix) (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

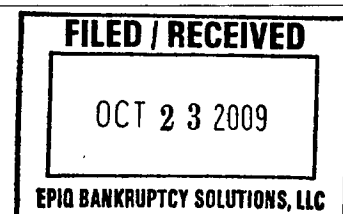
International Securities Identification Number (ISIN): See Appendix (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Appendix

(Required)



4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from you accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  
**See Appendix (Required)**

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

Date.

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

October 20, 2009

*Stella Yang* Stella Yang

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

*Assistant Vice President*

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

<p><b>Creditor's Name and Address:</b> Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p>	<p><b>Date and Signature:</b> The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p>
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<u>DEFINITIONS</u>		<u>INFORMATION</u>
<p><b>Debtor</b> A debtor is the person, corporation, or other entity that has filed a bankruptcy case.</p> <p><b>Creditor</b> A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.</p> <p><b>Claim</b> A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.</p>	<p><b>Proof of Claim</b> A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:</p> <p><b>Lehman Brothers Holdings Claims Processing</b> c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076</p> <p><b>Lehman Programs Security</b> Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.</p>	<p><b>Acknowledgment of Filing of Claim</b> To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a>) to view your filed proof of claim.</p> <p><b>Claims to Purchase a Claim</b> Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 <i>et seq.</i>), and any applicable orders of the bankruptcy court.</p>

MORRISON & FOERSTER LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Telephone: (212) 468-8000  
Facsimile: (212) 468-7900  
Karen Ostad

*Attorneys for Jih Sun International Bank*

UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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In re	)	Chapter 11
LEHMAN BROTHERS HOLDINGS INC.,	)	Case No. 08-13555 (JMP)
	)	
	)	
Debtor.	)	

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**APPENDIX TO PROOF OF CLAIM FILED BY  
JIH SUN INTERNATIONAL BANK**

**A. Introduction**

1. This appendix to the Proof of Claim of Jih Sun International Bank (“Jih Sun International”) is incorporated into the Proof of Claim in its entirety as if fully set forth therein.

2. This Proof of Claim arises generally out of the Lehman Brothers Treasury Co. B.V. (“LBTCo”) 7 YR AUD Notes Linked to KOSPI 200 Index Due July 29, 2015 (ISIN: XS0378532245) (the “Bonds A”) and 5 YR AUD Notes Linked to KOSPI 200 Index Due August 12, 2013 (ISIN: XS0380855220) (the “Bonds B”), and the documents related thereto (collectively, the “Bond Documents”).

**B. Factual Basis for Claim**

3. LBTCo issued the Bonds A in the aggregate principal amount of Seven Million Two Hundred Seventy-Seven Thousand Five Hundred and Ninety-Two Australian Dollars

(AUD7,277,592) and the Bonds B in the aggregate principal amount of Three Million Three Hundred Sixty Two Thousand One Hundred and Twenty-Nine Australian Dollars (AUD3,362,129) (collectively, the "LBTCo Bonds"). Lehman Brothers Holdings Inc. ("LBHI") is the guarantor of the LBTCo Bonds. Jih Sun International holds the LBTCo Bonds as trustee for its customers in the principal amount of Eight Million Seven Hundred Ninety One Thousand Six Hundred and One U.S. Dollars and Forty-Six Cents (USD8,791,601.46)<sup>1</sup> (the "Jih Sun International/LBTCo Bonds"). The table below shows relevant information regarding the Jih Sun International/LBTCo Bonds:

	Principal Amount:	ISIN Number:	Blocking Number:	Account Number:
Bonds A	USD6,013,474.27 (AUD7,277,592)	XS0378532245	CA29500	Clearstream 71240
Bonds B	USD2,778,127.19 (AUD3,362,129)	XS0380855220	CA29375	Clearstream 71240

4. On September 15, 2008, LBHI filed a voluntary Chapter 11 petition with the U.S. Bankruptcy Court for the Southern District of New York.

5. On September 19, 2008, LBTCo filed a petition with the Amsterdam District Court for the granting of a provisional moratorium of payments. The Amsterdam District Court granted this moratorium on the same date and appointed a supervisory judge and an administrator. The administrator concluded, after consultations with the board of directors of LBTCo, representatives of Lehman Brothers International Europe ("LBIE") and the administrators of LBIE in Amsterdam and London, and on the basis of administrative documents made available to him, that there was no real prospect of LBTCo being able to satisfy its

<sup>1</sup> This amount is comprised of (i) the principal amount of USD6,013,474.27 (AUD7,277,592) for the Bonds A and (ii) the principal amount of USD2,778,127.19 (AUD3,362,129) for the Bonds B.

creditors in the foreseeable future. Therefore, the administrator asked the Amsterdam District Court on October 1, 2008 to withdraw the provisionally granted moratorium and to simultaneously order the bankruptcy. LBTCO was declared bankrupt by the Amsterdam District Court on October 8, 2008 with the appointment of a bankruptcy trustee (such proceedings in the Amsterdam District Court, the "Dutch Proceedings").

**C. Damages**

6. Jih Sun International asserts that LBHI, as the guarantor of the Jih Sun International/LBTCO Bonds, owes Jih Sun International the principal balance of no less than USD8,791,601.46, plus such interest, premium, fees and expenses as may accrue pursuant to Jih Sun International/LBTCO Bonds, the Bond Documents and other transaction documents and pursuant to applicable law (collectively, the "Claim").

**D. Reservation of Rights**

7. Jih Sun International expressly reserves any and all defenses, counterclaims or objections, including, without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims or counterclaims asserted by LBHI in relation to the Claim, or any other claim arising under the Bond Documents or otherwise described above, including, without limitation, any claim asserted in the Dutch Proceedings against LBTCO and any upward adjustment of the amount of the Claim Jih Sun International may assert pursuant to the valuations established in the Dutch Proceedings.

8. The filing of this Proof of Claim is not an election of remedies and is without prejudice to Jih Sun International's rights to assert claims against third parties, whether arising out of or relating to the facts and circumstances underlying the Claim, or otherwise. Jih Sun International hereby expressly preserves any and all rights, claims, causes of action, defenses, counterclaims or objections, or any similar rights, remedies or defenses against all persons or

entities, whether in this court or elsewhere, whether currently existing or arising in the future, against whom it determines to have claims.

**E. Amendment of Claims**

9. Jih Sun International reserves all rights to adjust and amend this Proof of Claim, including, without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, and the assertion of any rights of setoff or recoupment. This Proof of Claim is intended to include all claims of Jih Sun International against LBHI arising under or relative to the Bond Documents, and Jih Sun International reserves the right to amend this Proof of Claim accordingly or to set forth the Claim with more particularity as it obtains more information.

**F. Other**

10. No judgment has been rendered on the Claim.

11. The execution and filing of this Proof of Claim is not: (i) a waiver or release of the rights of Jih Sun International against any other entity or person that may be liable for all or any part of the Claim asserted herein; (ii) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceeding commenced with respect thereto or any other proceedings commenced in these cases against or otherwise involving LBHI or Jih Sun International; or (iii) an election of remedies that waives or otherwise affects any other remedy.

12. All notices governing this Proof of Claim should be sent to the address set forth on the Proof of Claim form to which this Appendix is annexed as well as to Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104, Attn: Karen Ostad, Esq.

Dated: October 20, 2009  
Taipei, Taiwan R.O.C.

Jih Sun International Bank

By: Stella Yang  
Name (Print): Stella Yang  
Title: Assistant Vice President



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NEW YORK NY 10017

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MORRISON & FOERSTER LLP  
1200 AVENUE OF THE AMERICAS  
NEW YORK, NY 10104-0050

TO

Epq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
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