
LOAN AGREEMENT

DATED AS OF MARCH 2, 2007

BETWEEN

**Luxembourg Finance S.à r.l.,
as Borrower,**

and

**Relationship Funding Company, LLC,
as Lender**

LUXEMBOURG FINANCE S.À R.L.

LOAN AGREEMENT

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EXHIBITS

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LUXEMBOURG FINANCE S.À R.L.

LOAN AGREEMENT

This **LOAN AGREEMENT** is dated as of March 2, 2007 and entered into by and between Luxembourg Finance S.à r.l., a limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg, (the “**Company**”), and Relationship Funding Company, LLC, a Delaware limited liability company (the “**Lender**”).

RECITALS

WHEREAS, the Company desires that the Lender make a loan to the Company, the proceeds of such loan to be used by the Company to make loans (the “**Underlying Loans**”) to Lehman Brothers International (Europe) or other affiliates of the Company (the “**Underlying Borrowers**”);

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Company and the Lender agree as follows:

Section 1. DEFINITIONS

1.1. Certain Defined Terms.

The following terms used in this Agreement shall have the following meanings:

“**Acceleration Investment Credit**” means, on any date of determination, an amount payable by the Company equal to the amount of interest, calculated at the Cost of Funds Rate for the then and any future applicable Interest Periods on Extendible Notes in an amount equal to the Outstanding Principal Balance of the Loan, less the income actually received by the Lender (or an estimate of such income, if such income is estimable) from investing in Cash Equivalents an amount equal to the Outstanding Principal Balance of the Loan until the repayment of such Extendible Notes.

“**Acceleration Payment Event**” means (i) the Business Day immediately preceding the first Legal Final Maturity Date or (ii) an Event of Default.

“**Acceleration Principal Payment Amount**” means, on any Acceleration Principal Payment Date, the sum of (i) the Outstanding Principal Balance of the Loan plus (ii) the Acceleration Investment Credit.

“**Acceleration Principal Payment Date**” means the Business Day specified as the Acceleration Principal Payment Date in the APP Notice after an Acceleration Payment Event occurs and the Lender has given an APP Notice to the Company Parties on or prior to 12:00 noon New York time of such Acceleration Principal Payment Date. If the APP Notice is given by Lender to the Company Parties after 12:00 noon New York time on the Acceleration Principal Payment Date specified in the APP Notice, the Acceleration Principal Payment Date will be the following Business Day.

“**Affiliate**”, as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

“**Agreement**” means this Loan Agreement dated as of March 2, 2007, as it may be amended, supplemented or otherwise modified from time to time.

“**AMEX**” means the American Stock and Options Exchange.

“**APP Notice**” means a notice in the form attached hereto as Exhibit III.

“**Approved Fund**” means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and other similar extensions of credit that is administered, advised or managed by (a) the Lender, (b) an Affiliate of the Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages the Lender.

“**Bankruptcy Code**” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute or any other applicable federal, state or foreign bankruptcy or insolvency or similar law now or hereafter in effect.

“**Blended Rate**” means the one month blended interest rate for borrowed money of the finance subsidiaries of Liberty Hampshire with \$5 billion or more in Commercial Paper issued and outstanding in the public and private debt markets.

“**Business Day**” means any day, other than a Saturday or Sunday, or a day on which the Bond Market Association recommends as a closed day for the U.S. bond markets, that banks in New York, New York and London, England are open for business and the NYSE is open for business; provided however, after an Extension Event the reference to NYSE being open for business will not apply.

“**Cash Equivalents**” shall mean (1) Dollars that are unable to be promptly invested in accordance with this definition and as such are held until the next Business Day on which such Dollars can be invested in accordance with this definition and (2) any of the following which shall be denominated in Dollars: (i) obligations of, or the principal of and interest on which is fully guaranteed (on a timely basis) by, the United States, any agency or instrumentality thereof, or entity with, in each case, either (x) short-term debt obligations rated at least the same as the ratings assigned to the Extendible Notes by all the National Ratings Agencies, or (y) long term ratings of Aa3 or better by Moody's and A or better by S&P and A or better by Fitch, if rated by Fitch (with no “r” subscript); (ii) certificates of deposit, other deposits or bankers acceptances (A) issued by or established with commercial banks having unimpaired capital and unimpaired surplus of at least \$250,000,000 and (B) which are rated at least the same as the ratings assigned to the Extendible Notes by all the National Ratings Agencies, and (iii) repurchase agreements involving any of the Cash Equivalents described in clauses (i) and (ii) hereof, provided that the short-term debt of the

counterparty to such repurchase agreement is rated at least the same as the ratings assigned to the Extendible Notes by all the National Ratings Agencies.

“**Closing Date**” means March 2, 2007.

“**Closing Share Price**” of each Committed Permitted Equity Security as of any Interest Payment Date means the closing price stated with respect to such Committed Permitted Equity Security by the NYSE (or AMEX or NASDAQ if such security is not traded on the NYSE) on the NYSE Business Day prior to such Interest Payment Date. If the NYSE Business Day prior to such Interest Payment Date falls on a Restricted Trade Date, the Closing Share Price of such Committed Permitted Equity Security shall be the closing price stated with respect to such Committed Permitted Equity Security by the NYSE (or AMEX or NASDAQ if such security is not traded on the NYSE) on the second NYSE Business Day prior to such Interest Payment Date; provided however, the Closing Share Price of a Committed Permitted Equity Security will be deemed to be zero upon (x) any Committed Permitted Security being a Defaulted Permitted Equity Security, following a breach of the Permitted Equity Security requirements by close of market on the Trade Date, including without limitation, a market disruption preventing the ability to transact such securities in an Orderly Fashion and/or (y) any event preventing the determination of the Closing Share Price, including without limitation, (1) any halt in the trading of such Committed Permitted Equity Security, or (2) if such Committed Permitted Equity Security is listed in the Russell 1000 or the Russell 2000 indices, if at least two dealers are not accepting market-at-close offers on such Committed Permitted Equity Security.

“**Committed Permitted Equity Security**” has the meaning assigned to that term in 2.2 D.

“**Commitment**” means the commitment of the Lender to make the Loan to the Company in accordance with subsection 2.1.A, which Loan amount shall not exceed \$1,000,000,000.

“**Company**” has the meaning assigned to that term in the introduction to this Agreement.

“**Company Parties**” means the Company and the Guarantor.

“**Contractual Obligation**”, as applied to any Person, means any provision of any Security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“**Cost of Funds Rate**” means for each Interest Period, the per annum rate equal to the weighted average of the per-annum rates which may be paid or are payable by the Lender from time to time as interest on the Extendible Notes issued by the Lender that are allocated in whole or in part by or on behalf of the Lender to fund or maintain the funding of the Loan during such Interest Period, as determined by the Lender, which rate shall reflect and give effect to the commissions of placement agents and dealers in respect of such Extendible Notes. If any component of such rate is a discount rate, in calculating the “Cost of Funds Rate” for such Interest Period, the Lender shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum. For the avoidance of doubt, the Cost of Funds Rate shall include rates that are a result of payments received under this

Agreement after the time they are due. After an Extension Event, the Cost of Funds Rate applicable to such Extendible Notes shall consist of the weighted average interest rate on all outstanding Extendible Notes.

“**Defaulted Permitted Equity Security**” has the meaning assigned to that term in 2.2.D.

“**Delivery in Good Form**”, “**to Deliver in Good Form**” means a security, free and clear of all Liens, that satisfies all the elements required for delivery on (including, but not limited to, that such security is negotiable for sale), and is settled, electronically using, DTC’s electronic delivery system. “**Deliverable in Good Form**” means a security, free and clear of all Liens, that, on the date of determination, satisfies all the elements required for delivery on (including, but not limited to, that such security is negotiable for sale) and on such date of determination before settlement satisfies all the elements required for settlement electronically using DTC’s electronic delivery system. For the avoidance of doubt, a security that is Deliverable in Good Form will not be considered to be Delivered in Good Form unless it satisfies the requirements of the definition “to Deliver in Good Form”.

“**Designated Number**” has the meaning assigned to such term in Section 2.2.C.

“**Dollars**” and the sign “**\$**” mean the lawful money of the United States of America.

“**DTC**” means The Depository Trust Company and its successors.

“**Equity Security Consideration**” means, for any Interest Payment Date, the aggregate Dollar amount of all Committed Permitted Equity Securities delivered by the Company on such Interest Payment Date; such Dollar amount for each Committed Permitted Equity Security is equal to the product of (i) the Designated Number of each Committed Permitted Equity Security times (ii) the Closing Share Price of each such Committed Permitted Equity Security.

“**Equity Security Shortfall**” has the meaning set forth in subsection 2.2.G.

“**Event of Default**” means each of the events set forth in Section 7.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

“**Expected EN Maturity Date**” means any Business Day which is up to 32 days from the date of issuance of an Extendible Note.

“**Extendible Note**” means any extendible note issued by or on behalf of the Lender in the ordinary course of its financing business or obligations pursuant to interest rate basis swaps entered into in connection with the issuance of such extendible notes

“**Extension Event**” means an unexpected operational disruption in the Extendible Note market on an Expected EN Maturity Date.

“**First Funding Date**” means the date of the first borrowing under the Loan.

“**Fitch**” means Fitch Ratings, a majority-owned subsidiary of Fimalac, S.A.

“**Funding Date**” means the First Funding Date or the date of any other subsequent borrowings of the Loan.

“**Funding Event**” means a determination by the Lender that, for a period of two consecutive Interest Periods during a Monitoring Period, the Blended Rate has exceeded the Threshold Limit.

“**Governmental Authorization**” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any federal, state or local governmental authority, agency or court.

“**Guarantee**” means the guarantee, dated March 2, 2007, by the Guarantor for the benefit of the Lender, the form of which is attached hereto as Exhibit II.

“**Guarantor**” means Lehman Brothers Holdings Inc., which entity will guarantee pursuant to the Guarantee the payment of all Obligations owed to the Lender.

“**Guggenheim Partners**” means Guggenheim Partners, LLC.

“**Indemnitee**” has the meaning assigned to that term in subsection 8.3.

“**Interest Amount**” means, for each applicable Interest Period, the product of the Interest Rate and the Outstanding Principal Balance.

“**Interest Payment Date**” means, prior to an Extension Event, during each calendar month, a date which is the fourth NYSE Business Day prior to an Interest Period End Date. After an Extension Event, with respect to the applicable Extendible Notes, the Lender may alter the terms of the Interest Payment Dates, from time to time, into one or more subpayment dates (to correspond to each subcalculation amount) in accordance with the terms of such Extendible Notes. If the Lender has elected to so alter the terms of the Interest Payment Dates, each such subpayment date shall be an “Interest Payment Date” and the Lender shall designate such subpayment dates in a written notice to the Company.

“**Interest Period**” means a period commencing on and including the applicable Interest Period End Date to and excluding the next applicable Interest Period End Date. The first Interest Period is the period commencing on and including the Funding Date to and excluding the first Interest Period End Date.

“**Interest Period End Date**” means prior to an Extension Event, the 8th day of each month commencing April 10, 2007. After an Extension Event, with respect to the applicable Extendible Notes, the Lender may alter the terms of the Interest Period End Dates, from time to time, into one or more subpayment dates (to correspond to each subcalculation amount) in accordance with the terms of such Extendible Notes. If the Lender has elected to so alter the terms of the Interest Payment Dates, each such subpayment date shall be an “Interest Period End Date” and the Lender shall designate such subpayments in a written notice to the Company.

“**Interest Rate**” means the Cost of Funds Rate plus the Margin.

“**Investment Credit**” means, on any date of determination, an amount payable on the date of prepayment by the Company equal to the amount of interest, calculated at the Cost of Funds Rate for the then and any future applicable Interest Periods on Extendible Notes in an amount equal to the relevant prepayment amount, less the income actually received by the Lender (or an estimate of such income, if such income is estimable) from investing such prepayment amount in Cash Equivalents until the repayment of such Extendible Notes. Any Investment Credit shall be calculated by the Lender and set forth in a written notice to the Company at least two Business Days prior to the applicable prepayment date or if not practicable to be delivered two Business Days prior to such prepayment date, as soon as practicable.

“**Legal Final Maturity Date**” means, for any Extendible Note, any Business Day after its Expected EN Maturity Date, which date may be up to 397 calendar days from the date of issuance and shall be approximately twelve months after its Expected EN Maturity Date.

“**Lehman Brothers**” means Lehman Brothers Holdings Inc.

“**Lender**” means Relationship Funding Company, LLC, a Delaware limited liability company, together with its successors and permitted assigns.

“**Lender Prime Broker Account at Lehman Brothers**” means a prime brokerage account satisfactory to the Lender.

“**Liberty Hampshire**” means The Liberty Hampshire Company, LLC.

“**LIBOR**” means in respect of an outstanding amount (the “**Amount**”) and a particular period (the “**Period**”):

- (a) the rate of the offered quotation for Dollar deposits for a period comparable to the Period which appears on the display designated as "Page 3750" on the Moneyline teletext service (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of prime banks for Dollar deposits) at or about 11.00 a.m. (New York time) on the first day of the Period; or
- (b) if no such display rate is available, the rate per annum (rounded upwards to the nearest 4 decimal points) at which any nationally recognized bank as the Lender may select was offering deposits in Dollars in an amount comparable with the Amount for a period comparable to the Period to leading banks in the London interbank market for a period equal to the Period at or about 11.00 a.m. (New York time) on the first day of the Period.

“**Lien**” means any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing.

“**Loan**” means the Loan made by the Lender to the Company pursuant to subsection 2.1.A.

“**Loan Maturity Date**” means the earlier to occur of (A) the Interest Period End Date which occurs thirteen months after the First Funding Date (the “**Initial Maturity Date**”), provided that on each Interest Period End Date after the First Funding Date the Initial Maturity Date of the Loan will be automatically extended so that the Loan Maturity Date will be thirteen months from such Interest Period End Date unless, if, not less than five Business Days prior to any Interest Period End Date after any Funding Date, at the sole option of the Lender, the Lender delivers to the Company a notice stating that it elects to not extend the Loan Maturity Date, in which case the Loan Maturity Date shall not be so extended and the Loan Maturity Date shall be the date which is twelve months from such Interest Period End Date, or if such day is not a Business Day, then the Loan Maturity Date shall be the next succeeding Business Day, (B) an Acceleration Principal Payment Date, and (C) the voluntary prepayment of the Loan in full by the Company, which prepayment shall occur on an Interest Period End Date occurring at least two years after the Interest Period End Date immediately following the First Funding Date and in accordance with Section 2.3.A.

“**Margin**” means 0.185% per annum or as otherwise agreed in writing from time to time by the Company and the Lender.

“**Margin Stock**” has the meaning assigned to that term in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

“**Material Adverse Change**” means any material adverse change in the business, operations, property, assets or condition (financial or otherwise) of the Company, or any such change which could reasonably be expected materially to impair the Company’s ability to perform its payment obligations under this Agreement or its obligations under Section 5 or Section 6 of this Agreement.

“**Monitoring Period**” has the meaning set forth in Section 2.4. hereof.

“**Monitoring Request**” means a written request by the Company to the Lender to monitor the Blended Rate.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**NASDAQ**” means National Association of Securities Dealers Automated Quotations system.

“**National Ratings Agency**” shall mean any of Fitch, Moody’s, S&P or any nationally recognized rating agency then rating the Extendible Notes.

“**Notice of Borrowing**” means a notice substantially in the form of Exhibit I annexed hereto delivered by the Company to the Lender pursuant to subsection 2.1.B.

“**NYSE**” means the New York Stock Exchange.

“**NYSE Business Day**” means any day, other than a Saturday or Sunday, on which the NYSE is open for business; provided, that after the occurrence of an Extension Event, all references to NYSE Business Day shall mean Business Day.

“**Obligations**” means all obligations of every nature of the Company from time to time owed to the Lender under this Agreement, whether for principal, interest, fees, expenses, indemnification or otherwise.

“**Orderly Fashion**” has the meaning set forth in the definition of Permitted Equity Securities.

“**Outstanding Principal Balance**” means, without duplication, on any date of determination, an amount equal to the aggregate amount advanced by the Lender to the Company pursuant to the terms of this Agreement, minus the aggregate amount of principal collections received by the Lender by 10:45 a.m. New York time pursuant to this Agreement on such date of determination.

“**Payment Notice**” has the meaning set forth in subsection 2.2.C; such notice shall be in the forth of Exhibit IV annexed hereto.

“**Permitted Equity Securities**” means all Dollar-denominated equity securities owned by Lehman Brothers, Inc. in its Systematic Strategies and Fundamental Long/Short Trading Books. Permitted Equity Securities shall be Deliverable in Good Form to the Lender on each applicable Interest Payment Date and shall satisfy the following requirements with respect to such Interest Payment Date:

- (i) such securities are (A) listed within the S&P 500, the Russell 1000 or the Russell 2000 indices, and (B) traded on any one or more of the following US exchanges: NYSE, AMEX or NASDAQ;
- (ii) the Company has not received a notice from the Lender stating that such securities are restricted in any way to Liberty Hampshire, Guggenheim Partners or any Affiliate thereof;
- (iii) the ability to transact such securities in an orderly fashion, defined as having at least one dealer representing a NYSE specialist firm or two market makers making market on such securities with respect to securities listed on the Russell 1000 or the Russell 2000 indices (“**Orderly Fashion**”);
- (iv) such securities shall not include equity securities issued by more than 10 separate companies;
- (v) with respect to securities listed on the Russell 1000 or the Russell 2000 indices, the amount of such securities shall not exceed \$2,500,000 per each share issuer;
- (vi) the shares of a given class of shares of any particular issuer shall not constitute more than 1% of the outstanding shares of such class; and

(vii) the shares of a given class of a particular issuer shall not constitute more than 2% of the average daily trading volume of such class (based on the average trading volume of the past 30 days).

“**Person**” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments (whether federal, state or local, domestic or foreign, and including political subdivisions thereof) and agencies or other administrative or regulatory bodies thereof.

“**Potential Event of Default**” means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

“**Restricted Trade Date**” means the third Friday and the last NYSE Business Day of any month; provided, that in the event the third Friday of a month is not a NYSE Business Day, such Restricted Trade Date shall be the next succeeding NYSE Business Day, except for Christmas Day, in which case such Restricted Trade Date shall be the immediately preceding NYSE Business Day.

“**Revised Payment Notice**” has the meaning set forth in subsection 2.2.C; such notice to be in the form of Exhibit V annexed hereto. For the avoidance of doubt, such Revised Payment Notice shall list all the Permitted Equity Securities that the Company will deliver on the applicable Interest Payment Date.

“**Russell 1000**” means the Russell 1000 index maintained by the Russell Investment Group, a Washington corporation which is a subsidiary of Northwestern Mutual Life Insurance Company.

“**Russell 2000**” means the Russell 2000 index maintained by the Russell Investment Group, a Washington corporation which is a subsidiary of Northwestern Mutual Life Insurance Company.

“**S&P**” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“**S&P 500**” means the S&P 500 index maintained by S&P.

“**Securities**” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended from time to time, and any successor statute.

“**Solvent**” means, with respect to any Person, that as of the date of determination both (A) (i) the then fair saleable value of the property of such Person is (y) greater than the total amount of liabilities (including contingent liabilities) of such Person and (z) not less than the amount that will be required to pay the probable liabilities on such Person’s then existing debts as they become absolute and matured considering all financing alternatives and potential asset sales reasonably available to such Person; (ii) such Person’s capital is not unreasonably small in relation to its business or any contemplated or undertaken transaction; and (iii) such Person does not intend to incur, or believe (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due; and (B) such Person is “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

“**Systematic Strategies and Fundamental Long/Short Trading Books**” means the trading portfolios of such name owned by Lehman Brothers and the securities listed therein.

“**Tax**” or “**Taxes**” means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed; provided that “**Tax on the overall net income**” of a Person shall be construed as a reference to a tax imposed by the jurisdiction in which that Person is organized or in which that Person’s principal office (and/or, in the case of the Lender, its lending office) is located or in which that Person (and/or, in the case of the Lender, its lending office) is deemed to be doing business on all or part of the net income, profits or gains (whether worldwide, or only insofar as such income, profits or gains are considered to arise in or to relate to a particular jurisdiction, or otherwise) of that Person (and/or, in the case of the Lender, its lending office).

“**Threshold Limit**” means the Bloomberg ACPA030D one month rate on the date of determination plus 10 basis points.

“**Trade Date**” has the meaning assigned to such term in Section 2.2.F.

“**Underlying Borrowers**” has the meaning assigned to such term in the Recitals.

“**Underlying Loans**” has the meaning assigned to such term in the Recitals.

1.2. Other Definitional Provisions and Rules of Construction.

A. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

B. References to “Sections” and “subsections” shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided.

C. The use in this Agreement of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter.

Section 2. AMOUNTS AND TERMS OF COMMITMENT AND LOAN

2.1. Commitment; Making of Loan.

A. **Commitment.** Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of the Company herein set forth, the Lender hereby agrees to make a Loan (or a portion thereof) to the Company pursuant to the terms and subject to the conditions of this Agreement, subject to the Lender’s receipt of proceeds from the issuance of Extendible Notes in an amount at least equal to the Loan (or portion thereof) made on each applicable Funding Date and to the extent such funds were raised to make the Loan (or portion thereof) on such Funding Date. As provided in Section 2.1.B, the Company may make multiple borrowings under this Agreement. In no event shall the aggregate amount of the Loan exceed the Commitment. Subject to the terms and conditions of this Agreement, the Lender’s obligation to make the Loan hereunder shall terminate on a date which is three months from the Closing Date. For the avoidance of doubt, any portion of the Loan not borrowed by such date may not be thereafter borrowed. Amounts borrowed under this Agreement and subsequently repaid or prepaid may not be reborrowed. The Loan may only be used by the Company for the purposes identified in subsection 2.5.A

B. **Disbursement of Funds.** Each Funding Date shall be on any Business Day; provided, that the fifteenth day (or the next Business Day if the fifteenth is not a Business Day) of any month, the last three Business Days of any month (excluding November and December), the last ten Business Days of November and the last fifteen Business Days of December shall not be a Funding Date, unless otherwise agreed by the Lender. In respect of each Funding Date, the Company shall deliver to the Lender a Notice of Borrowing no later than 12:00 noon New York time on the fifth Business Day immediately preceding such Funding Date. On each Funding Date, subject to the terms and conditions of this Agreement, the Lender shall make the Loan (or a portion thereof) to the Company, in same day funds in Dollars, by causing an amount of the Loan specified in the Notice of Borrowing to be wire transferred in immediately available funds to an account designated to the Lender by the Company in writing in such Notice of Borrowing. The Amount of the Loan borrowed on any Funding Date shall be no less than \$200,000,000.

2.2. Interest on the Loan.

A. **Rate of Interest.** Subject to the provisions of subsection 2.6, the Loan shall bear interest on the unpaid principal amount thereof from the date made through the date of repayment (whether by acceleration or otherwise) at the Interest Rate. The Company shall pay monthly in arrears to the Lender the applicable Interest Amount on each applicable Interest Payment Date. Principal payments and Interest Amounts must be received by the Lender no later than 10:45 am New York time on the date when due, or such unpaid amounts will continue to accrue interest (including interest on interest) at the Interest Rate. Notwithstanding the foregoing, so long as principal payments and Interest Amounts in each case that are due under the terms of this Agreement by 10:45 am New York time are received by the Lender no later than 5:00 pm New York time on such payment date, (i) such late payment shall not constitute an Event of Default hereunder and (ii) such overdue amounts shall continue to accrue interest from 10:45 am New York time on such payment date until the time and date when paid; provided however that this sentence does not apply to payments due to the Lender after an Extension Event has occurred.

B. **Interest Rate on the Extendible Notes.** Principal and interest on the Extendible Notes are expected to be paid by the Lender on the Expected EN Maturity Dates. If there is an Extension Event on an Expected EN Maturity Date, the Lender may extend the maturity of the Extendible Notes for a period of time not to exceed its Legal Final Maturity Date. After the occurrence of an Extension Event, the interest rate on the Extendible Note shall be the applicable one month LIBOR plus 25 basis points; provided, however, that in the event of a downgrade of any rating, by any National Ratings Agency on the Extendible Notes, the interest rate on such Extendible Note, after an Extension Event, shall be the applicable one month LIBOR plus 40 basis points.

C. **Interest Payments.** Payments of Interest Amounts may be made, at the option of the Company: (i) in cash; or (ii) in Permitted Equity Securities (or any combination of Permitted Equity Securities and cash) if (a) notice in writing is given to the Lender (1) by 12 noon New York time on the date which is ten NYSE Business Days prior to the applicable Interest Period End Date (the “**Payment Notice**”) or (2) after a Committed Permitted Equity Security related to a Payment Notice is determined to be a Defaulted Permitted Equity Security, no later than 12 noon New York time on the date which is two NYSE Business Days prior to the applicable Trade Date (the “**Revised Payment Notice**”), (b) no Extension Event has occurred, and (c) each Permitted Equity Security is Deliverable in Good Form. Each Payment Notice or Revised Payment Notice, if applicable, shall state (x) that the Company will irrevocably pay interest in Permitted Equity Securities on the Interest Payment Date immediately preceding such Interest Period End Date, (y) the identity of the issuers and the class of such Permitted Equity Securities and (z) the number of each such Permitted Equity Securities which will be irrevocably Delivered in Good Form to the Lender in each such class of such securities (for each Permitted Equity Security, its “**Designated Number**”). For the avoidance of doubt, if a Revised Payment Notice is received by the Lender in compliance with the provisions of this Agreement, such Revised Payment Notice shall replace the applicable Payment Notice.

Notwithstanding the foregoing, payments of Interest Amounts shall be made only in cash until such time as (i) the Lender Prime Broker Account at Lehman Brothers has been established

and is operating to the reasonable satisfaction of the Lender and (ii) the Lender is able to open execution accounts with other broker dealers to enable the Lender to execute transactions in securities (clauses (i) and (ii) are hereinafter referred to as the “**Broker Account Conditions**”). In the event that the (i) Lender has delivered a written notice to the Company at least eleven NYSE Business Days prior to the first Interest Period End Date notifying the Company that the Broker Account Conditions have not been satisfied and (ii) the Company has delivered a written notice to the Lender at least ten NYSE Business Days prior to such Interest Period End Date stating that it shall not pay the applicable Interest Amount on such first Interest Payment Date, the Interest Amounts under the Loan shall not be payable on such Interest Payment Date and such Interest Amounts will continue to accrue interest at the Interest Rate until the Interest Payment Date that the Company chooses to start paying the Interest Amount (the “**Revised First Interest Payment Date**”); provided, that failure to pay accrued Interest Amounts prior to such Revised First Interest Payment Date shall not be deemed an Event of Default; provided further, that upon the occurrence of an Extension Event, all Interest Amounts which have not theretofore been paid shall be paid by the Company on the Interest Payment Dates indicated by the Lender pursuant to the second and third sentences of the definition of Interest Payment Date (the “**Indicated Payment Date**”). All Interest Amounts payable by the Company pursuant to this paragraph shall be paid by the Company by 10:45 am New York time on the Revised First Interest Payment Date or the Indicated Payment Date, as applicable. Notwithstanding the foregoing, if such Interest Amounts related to the Revised First Interest Payment Date are not paid by the Company by 10:45 am New York time on the Revised First Interest Payment Date, such failure to pay shall not be an Event of Default unless such amounts are not paid by the Company by 5:00 pm New York time on such date. Any Interest Amounts not paid by 10:45 am New York Time on such applicable date shall continue to accrue interest until the time such amounts are paid. If the Lender has not delivered a written notice to the Company stating that the Broker Account Conditions have been satisfied at least ten NYSE Business Days prior to the fourth Interest Payment Date following the date Lehman Brothers opens the Lender Prime Broker Account at Lehman Brothers, the Company may voluntarily prepay the Loan in full and terminate this Agreement with five Business Days notice prior to an Interest Period End Date.

D. **Confirmation of Eligibility of Equity Securities.** Not later than 5:00 pm New York time on the date which is two NYSE Business Days before the applicable Trade Date and after timely receipt of a Payment Notice or a Revised Payment Notice, the Lender shall confirm to the Company in writing that the securities proposed to be delivered with respect to such Interest Payment Date are eligible based on the Permitted Equity Securities requirements (such identified and confirmed Permitted Equity Securities, “**Committed Permitted Equity Securities**”). The determination by the Lender, absent manifest error, shall be final and conclusive. Notwithstanding the above, any Committed Permitted Equity Security shall comply with all requirements of a Permitted Equity Security until the determination of its Closing Share Price on its applicable Trade Date in order to be eligible for Delivery in Good Form on the applicable Interest Payment Date. In the event that a Committed Permitted Equity Security related to a Payment Notice is in breach of any of the requirements of a Permitted Equity Security or is not Deliverable in Good Form (thus a “**Defaulted Permitted Equity Security**”), and such breach occurs prior to 12:00 noon New York time at least two NYSE Business Days prior the applicable Trade Date, the Company may substitute such Defaulted Permitted Equity Security with any other eligible Permitted Equity Security, subject to the Lender’s confirmation in writing and acceptance of such substituted Permitted Equity Security; provided, however, that

the Lender may only reject such substituted Permitted Equity Security if such security does not meet the requirements of a Permitted Equity Security or is not Deliverable in Good Form. If (i) no such substitution of a Defaulted Permitted Equity Security is accepted by the Lender in the manner and by the time specified in the first sentence of this Section 2.2.D., or (ii) if a Committed Permitted Equity Security becomes a Defaulted Permitted Equity Security the NYSE Business Day prior to or on the applicable Trade Date, that portion of interest to have been attributed to such Defaulted Permitted Equity Securities shall be paid in cash and the Company shall be discharged of its obligation to deliver such Defaulted Permitted Equity Security on such Interest Payment Date. Notwithstanding anything to the contrary in this Section 2.2.D, if any of the securities delivered by the Company to the Lender are Defaulted Permitted Equity Securities the legal and beneficial ownership of such delivered Defaulted Permitted Equity Securities shall be deemed as between the parties hereto not to have been transferred to the Lender. Upon timely payment on the applicable Interest Payment Date of the Equity Security Shortfall, the Lender shall promptly return such Defaulted Permitted Equity Security to the Company.

E. **Notification of Interest Amount.** Not later than six NYSE Business Days (or two NYSE Business Days upon the occurrence of an Extension Event) before the applicable Interest Period End Date, the Lender shall notify the Company of the Interest Amount due on the Loan for such Interest Period. Such amount shall include an estimate by the Lender of the interest costs for the period commencing on the sixth NYSE Business Day (or two NYSE Business Days upon the occurrence of an Extension Event) before the Interest Period End Date and ending on (and excluding) the Interest Period End Date. The Lender agrees to pay to the Company in immediately available funds on the next succeeding Interest Payment Date (or deduct from interest otherwise payable by the Company) an amount equal to the excess, if any, of the amount of the estimate paid by the Company over the actual accrued interest for such Interest Period. The Company agrees to pay to the Lender on the next succeeding Interest Payment Date an amount equal to the excess, if any, of the actual accrued interest for such Interest Period over the amount of the estimate paid by the Company (the Lender shall include such excess in its next estimate given prior to the next succeeding Interest Payment Date). Such payment by the Company may be made in cash in immediately available funds, in Committed Permitted Equity Securities, or in both cash and Committed Permitted Equity Securities, subject to the terms and conditions of this Agreement. Upon reasonable request of the Company, the Lender shall provide to the Company in a timely manner information sufficient to establish the calculation of the Cost of Funds Rate. The Company shall have the right to verify the reasonableness of such calculations with Lehman Brothers, Inc.

F. **Trade Date; Determination of Closing Share Price.** On the fifth NYSE Business Day before the applicable Interest Period End Date (the “**Trade Date**”; provided that if the Trade Date occurs on a Restricted Trade Date, the Trade Date shall be the sixth NYSE Business Day before the applicable Interest Period End Date) (i) at 9:30 a.m. (New York time), the Company or its designee will confirm verbally to the Lender that the Company will Deliver in Good Form the Designated Number of each Committed Permitted Equity Security to the Lender Prime Broker Account at Lehman Brothers on the applicable Interest Payment Date and (ii) at 4:00 p.m. (New York time) when the NYSE, AMEX or NASDAQ markets close the Equity Security Consideration will be determined by the Lender. No later than 5:00 pm (New York time), the Lender shall notify the Company of (i) the Equity Security Consideration, (ii) any Closing Share Price of any Committed Permitted Equity Security being deemed zero, and

(iii) the Equity Security Shortfall due on the applicable Interest Payment Date if any. For the avoidance of doubt, the Company will be discharged of its obligation to deliver any Committed Permitted Equity Securities for which the Lender has notified the Company that its Closing Share Price has been deemed zero, and such Committed Permitted Equity Securities on the Interest Payment Date shall not be included in the calculation of Equity Security Consideration other than an amount equal to zero. For the avoidance of doubt, the Closing Share Price of any Committed Permitted Equity Security shall not be determined on any Restricted Trade Date.

G. Interest Payment Date. If, on any Interest Payment Date, the Interest Amount on the Loan is paid in Committed Permitted Equity Securities, on such Interest Payment Date the Company shall (i) Deliver in Good Form to the Lender to the Lender Prime Broker Account at Lehman Brothers the Designated Number of each Committed Permitted Equity Security set forth in the Payment Notice or Revised Payment Notice as applicable (except for any Committed Permitted Equity Security whose closing Share Price was deemed to be zero on the Trade Date) and (ii) pay in cash the difference, if positive, between the Interest Amount due on such Interest Payment Date minus the Equity Security Consideration (the “**Equity Security Shortfall**”). The Company must make its payment of the Interest Amount entirely in cash if the Lender has not received a timely Payment Notice pursuant to subsection 2.2.C.

H. Computation of Interest. For each applicable Interest Period the Interest Amount and any other computation of interest on the Loan shall be computed on the basis of a 360-day year, for the actual number of days elapsed in the period during which it accrues.

I. Failure to Deliver the Committed Permitted Equity Securities. Notwithstanding anything in this Agreement to the contrary, in the event that the Company fails or is unable to Deliver in Good Form any Committed Permitted Equity Securities on the Interest Payment Date, the Company (i) shall have a continuing obligation to deliver such Committed Permitted Equity Securities until the earlier of (a) the next succeeding Interest Payment Date and (b) receipt of notice from the Lender to the Company that delivery of such Committed Permitted Equity Securities is no longer required by the Lender and (ii) shall pay upon demand the Equity Security Consideration applicable to such non-delivered Committed Permitted Equity Securities and any losses, costs or expenses that the Lender incurs that are in any way related to the Lender not receiving such Committed Permitted Equity Securities.

J. Resale of Permitted Equity Securities. If the Lender receives Permitted Equity Securities as interest payments, the Lender may not sell or contract to sell such Permitted Equity Securities to Lehman Brothers or any Affiliate of Lehman Brothers for at least ten Business Days after the Lender’s receipt of such Permitted Equity Securities on an Interest Payment Date

2.3. Repayments and Prepayments; General Provisions Regarding Payments.

A. Payments of Loans. Principal on the Loan shall be payable in full on the Loan Maturity Date, and no scheduled principal payments shall be made prior to the Loan Maturity Date. If the Loan Maturity Date occurs with respect to an Acceleration Principal Payment Date, the Acceleration Principal Payment Amount shall be calculated by the Lender and set forth in the APP Notice. The Acceleration Principal Payment Amount shall be paid by the

Company on the Loan Maturity Date. The Company may, upon 35 days' notice to the Lender prior to any Interest Period End Date occurring on or after the second anniversary of the Interest Period End Date immediately following the First Funding Date, prepay the Loan in full or in part on such Interest Period End Date, provided however, that such prepayment must be made entirely in cash. Any prepayment, other than as described in the immediately preceding sentence, may be subject to payment by the Company of an Investment Credit as determined by the Lender and such Investment Credit will be payable by the Company on the date of such prepayment.

B. General Provisions Regarding Payments.

- (i) Manner and Time of Payment. All payments by the Company of principal, interest, fees and other Obligations hereunder, other than Acceleration Principal Payment Amounts, shall be made in Dollars in immediately available funds or Committed Permitted Equity Securities, without defense, setoff, deduction or counterclaim, free of any restriction or condition, and delivered to Lender not later than 10:45 a.m. (New York time) on the date due. Funds received by the Lender after that time on such due date shall be deemed to have been paid by the Company on the next succeeding Business Day.
- (ii) Acceleration Payment Events. All Acceleration Principal Payment Amounts made by the Company shall be made in immediately available funds, without defense, setoff, deduction or counterclaim, free of any restriction or condition, and must be received by the Lender no later than 2:00 p.m. (New York time) on the date when due. For the avoidance of doubt, if an APP Notice related to an Acceleration Payment Event is given by the Lender no later than 12:00 noon New York time on or prior to the Acceleration Principal Payment Date that is designated in such APP Notice, the Acceleration Principal Payment Amount is due on such Acceleration Principal Payment Date.
- (iii) Application of Payments to Principal and Interest. All payments or prepayments in respect of the principal amount of the Loan shall include payment of accrued and unpaid interest on the principal amount being repaid or prepaid, and all such payments or prepayments shall be applied to the payment of interest before application to principal.
- (iv) Returned Payments. Notwithstanding anything in this Agreement to the contrary, if any amount paid to the Lender pursuant to this Agreement is rescinded or must be returned by the Lender for any reason, the Company shall continue to owe such amount to the Lender and shall pay such amount to the Lender upon demand. This provision shall survive the termination of this Agreement.
- (v) Payment Instructions. All payments to the Lender other than Acceleration Principal Payment Amounts shall be made to the following account:

Crediting Account #: **00-448-104**

Name of Crediting Account: **Relationship Funding Company, LLC**

Bank of Crediting Account: **Deutsche Bank Trust Company Americas**

City and State of Bank: **New York, New York**

Crediting Bank ABA #: **021 001 033**

Reference Information: **Luxembourg Finance S.à r.l.**

Acceleration Principal Payment Amounts owed to the Lender shall be paid to the account as set forth in the Notice.

2.4. Monitoring Request.

The Company may, no more than once during any 12 month period, deliver a Monitoring Request to the Lender if the Company believes in good faith that the Blended Rate exceeds the Threshold Limit. Such Monitoring Request shall include written information indicating the basis on which the Company believes that the Blended Rate exceeds the Threshold Limit. Upon receipt of a Monitoring Request, the Lender shall, for a period of four consecutive Interest Periods commencing with the Interest Period beginning immediately after receipt by the Lender of such Monitoring Request (the “**Monitoring Period**”), monitor the Blended Rate. If, at the end of such Monitoring Period, the Lender shall determine that a Funding Event shall have occurred, the Lender shall promptly notify the Company in writing of such Funding Event. The Company may, upon receipt of such notice that a Funding Event has occurred, upon written notice to the Lender at least 35 days prior to the next subsequent Interest Period End Date, prepay the Loan in full on such Interest Period End Date.

2.5. Use of Proceeds.

A. **Loan.** The proceeds of the Loan shall be applied by the Company to make the Underlying Loans to the Underlying Borrowers or for investments in the ordinary course of the Company’s business.

B. **Margin Regulations.** No portion of the proceeds of the Loan shall be used by the Company in any manner that might cause the Loan or the application of such proceeds to violate Regulation U, Regulation T or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation of such Board or to violate the Exchange Act, in each case as in effect on each Funding Date and such use of proceeds.

2.6. Increased Costs; Taxes.

A. **Compensation for Increased Costs and Taxes.** Subject to the provisions of subsection 2.3.B (which shall be controlling with respect to the matters covered thereby), in the event that the Lender shall determine (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that any law, treaty or governmental rule, regulation or order, or any change therein or in the interpretation, administration or application thereof (including the introduction of any new law, treaty or governmental rule, regulation or

order), or any determination of a court or governmental authority, in each case that becomes effective after the date hereof, or compliance by the Lender with any guideline, request or directive issued or made after the date hereof by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law):

- (i) subjects the Lender to any additional Tax (other than any Tax on the overall net income of the Lender or Tax on the disposition by the Lender of any Committed Permitted Equity Security which was used to pay interest due on the Loan pursuant to the provisions of this Agreement) with respect to this Agreement or any of its obligations hereunder or any payments to the Lender of principal, interest, fees or any other amount payable hereunder;
- (ii) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of the Lender; or
- (iii) imposes any other condition (other than with respect to a Tax matter) on or affecting such Lender (or its applicable lending office) or its obligations hereunder or the London interbank Eurodollar market;

and the result of any of the foregoing is to increase the cost to the Lender of agreeing to make, making or maintaining the Loan hereunder or to reduce any amount received or receivable by the Lender with respect thereto; then, in any such case, the Company shall promptly pay to the Lender, within 15 days after receipt of the statement referred to in the next sentence or upon demand if the Lender needs such payment or is required to make a payment, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as the Lender in its sole discretion shall determine) as may be necessary to compensate the Lender for any such increased cost or reduction in amounts received or receivable hereunder. The Lender shall deliver to the Company a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to the Lender under this subsection 2.6.A, which statement shall be conclusive and binding upon all parties hereto absent manifest error.

B. Withholding of Taxes.

- (i) Payments to Be Free and Clear. All sums payable by the Company under this Agreement shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax (other than a Tax on the overall net income of the Lender).
- (ii) Grossing-up of Payments. If the Company or any other Person is required by law to make any deduction or withholding on account of any such Tax from any sum paid or payable by the Company to the Lender under this Agreement:

- (a) the Company shall notify the Lender of any such requirement or any change in any such requirement as the soon as the Company becomes aware of it;
- (b) the Company shall pay any such Tax before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Company) for its own account or (if that liability is imposed on the Lender, as the case may be) on behalf of and in the name of the Lender;
- (c) the sum payable by the Company in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Lender receives on the due date a net sum equal to what it would have received had no such deduction, withholding or payment been required or made; and
- (d) within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any Tax which it is required by clause (b) above to pay, the Company shall deliver to Lender evidence of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

Section 3. CONDITIONS TO LOAN

The obligation of the Lender to make the Loan (or any portion thereof) on any Funding Date is subject to the satisfaction of the following conditions set forth in Sections 3.1 through 3.8. In the event any of the conditions set forth in Sections 3.1 and 3.2 are waived by the Lender as a condition to making the Loan (or any portion thereof), the Company shall have the continuing obligation to deliver, or cause to be delivered, such documents or opinions promptly thereafter.

3.1. Company Documents

On or before the First Funding Date (unless otherwise stated below), the Company shall deliver or cause to be delivered to the Lender the following, each, unless otherwise noted, dated the First Funding Date (unless otherwise stated below):

- (i) A certified copy of the notarial deed of the Company;
- (ii) Resolutions of the Company approving and authorizing the execution, delivery and performance of this Agreement by the Company, certified as of the First Funding Date by Bonn Schmitt Steichen as being in full force and effect without modification or amendment;
- (iii) Signature and incumbency certificates of the directors of the Company executing this Agreement on behalf of the Company;

- (iv) An executed original of this Agreement;
- (v) Such other documents as the Lender may reasonably request;
- (vi) An executed original of the Guarantee dated as of the Closing Date, to be delivered with the first Borrowing Notice, such Guarantee to be in full force and effect and the Guarantor shall be rated at least A-1 and P-1 by S&P and Moody's respectively, on the First Funding Date; and
- (vii) Within ten days following the First Funding Date, the Company shall deliver or cause to be delivered to the Lender a good standing certificate (or equivalent documentation) from the Luxembourg Register of Companies and each other jurisdiction in which such entity is qualified as a foreign limited liability company (société à responsabilité limitée) to do business and, to the extent generally available, a certificate or other evidence of good standing as to payment of any applicable franchise or similar taxes from the appropriate taxing authority of each such jurisdiction.

3.2. Legal Opinions.

On or before the First Funding Date, the Lender and its counsel shall have received (i) two originally executed copies of a written opinion of Bonn Schmitt Steichen, Luxembourg counsel for the Company and (ii) two originally executed copies of a written opinion of King & Spalding LLP, U.S. Counsel for the Company, in each case in form and substance reasonably satisfactory to the Lender and its counsel.

3.3. Notice of Borrowing.

The Lender shall have received on the fifth Business Day before each Funding Date, in accordance with the provisions of subsection 2.1.B, an originally executed Notice of Borrowing signed by any of the directors of the Company.

3.4. Representations and Warranties.

The representations and warranties of the Company contained herein shall be true, correct and complete in all material respects on and as of each Funding Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true, correct and complete in all material respects on and as of such earlier date.

3.5. Guarantor Ratings

As of each Funding Date, the Guarantor shall be rated at least A-1 and P-1 by S&P and Moody's respectively.

3.6. No Event of Default.

No event shall have occurred and be continuing as of each Funding Date, or would result from the consummation of the borrowing of the Loan thereon, that would constitute an Event of Default or a Potential Event of Default.

3.7. Performance of Agreements.

The Company shall have performed in all material respects all agreements and satisfied all conditions which this Agreement provides shall be performed or satisfied by it on or before each Funding Date.

3.8. Miscellaneous Other Conditions.

A. **No Material Adverse Change.** Since the Closing Date until the applicable Funding Date, no Material Adverse Change (in the sole opinion of the Lender) shall have occurred.

B. **Completion of Proceedings.** All proceedings taken or to be taken in connection with the transactions contemplated hereby and all documents incidental thereto not previously found acceptable by the Lender and its counsel shall be satisfactory in form and substance to the Lender and such counsel, and the Lender and such counsel shall have received all such counterpart originals or certified copies of such documents as the Lender may reasonably request.

C. **No Injunction or Restraining Order.** No order, judgment or decree of any court, arbitrator or governmental authority shall purport to enjoin or restrain the Lender from making the Loan (or any portion thereof) to be made by it on any Funding Date.

D. **No Violation of Law.** The making of the Loan (or any portion thereof) requested on a Funding Date shall not violate any law.

E. **No Adverse Litigation.** As of each Funding Date, there shall not be pending or, to the knowledge of the Company, threatened, any action, suit, proceeding, governmental investigation or arbitration against or affecting the Company or the Guarantor or any property of the Company or the Guarantor, that, in the opinion of the Lender, would be expected to have a Material Adverse Change; and no injunction or other restraining order shall have been issued and no hearing to cause an injunction or other restraining order to be issued shall be pending or noticed with respect to any action, suit or proceeding seeking to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated by this Agreement or the making of any portion of the Loan or any portion thereof.

Section 4. COMPANY'S REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement and to make the Loan (or any portion thereof) on any Funding Date, the Company represents and warrants to the Lender, on the date of this Agreement and on each Funding Date, that the following statements are true, correct and complete:

4.1. Organization, Powers, Qualification, Good Standing, Business and Subsidiaries.

A. **Organization and Powers.** The Company is a Luxembourg limited liability company (société à responsabilité limitée) duly organized, validly existing and in good standing under the laws of the Luxembourg. The Company has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Agreement and to carry out the transactions contemplated hereby.

B. **Qualification and Good Standing.** The Company is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations.

C. **Conduct of Business.** The Company is engaged only in the businesses permitted to be engaged in pursuant to subsection 6.1.

D. **Subsidiaries.** The Company has no Subsidiaries.

4.2. Authorization of Borrowing, etc.

A. **Authorization of Borrowing.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Company.

B. **No Conflict.** The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate any provision of any law or any governmental rule or regulation applicable to the Company, its organizational documents or any order, judgment or decree of any court or other agency of government binding on the Company, (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of the Company, (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of the Company or (iv) require any approval of partners or any approval or consent of any Person under any Contractual Obligation of the Company, except for such approvals or consents which will be obtained on or before the Closing Date and disclosed in writing to the Lender.

C. **Governmental Consents.** The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

D. **Binding Obligation.** This Agreement has been duly executed and delivered by the Company and is the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.3. Litigation; Adverse Facts.

There are no actions, suits, proceedings, arbitrations or governmental investigations (whether or not purportedly on behalf of the Company) at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign that are pending or, to the knowledge of the Company, threatened against or affecting the Company or any property of the Company. The Company (i) is not in violation of any applicable laws and (ii) is not subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

4.4. Payment of Taxes.

All Tax returns and reports of the Company required to be filed have been timely filed, and all taxes shown on such tax returns to be due and payable and all assessments, fees and other governmental charges upon the Company and upon its properties, assets, income, businesses and franchises which are due and payable have been paid when due and payable. The Company knows of no proposed Tax assessment against the Company.

4.5. Performance of Agreements; Contracts.

The Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists that, with the giving of notice or the lapse of time or both, would constitute such a default.

4.6. Employee Matters; Employee Benefit Plans.

The Company has no employees nor any employee benefit plans.

4.7. Certain Fees.

No broker's or finder's fee or commission will be payable with respect to this Agreement or any of the transactions contemplated hereby, and the Company hereby indemnifies the Lender against, and agrees that it will hold the Lender harmless from, any claim, demand or liability for any such broker's or finder's fees alleged to have been incurred in connection herewith or therewith and any expenses (including reasonable fees, expenses and disbursements of counsel) arising in connection with any such claim, demand or liability.

4.8. Solvency.

The Company is and, upon the incurrence of any Obligations by the Company on any date on which this representation is made, will be, Solvent.

4.9. Disclosure.

No representation or warranty of the Company contained in any Loan Document or in any other document, certificate or written statement furnished to the Lender by or on behalf of the Company for use in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact (known to the Company, in the case of any document not furnished by it) necessary in order to make the statements contained herein or therein not misleading in light of the circumstances in which the same were made.

Section 5. COMPANY'S AFFIRMATIVE COVENANTS

The Company covenants and agrees that until payment in full of all of the Loan and other Obligations, the Company shall perform all covenants in this Section 5.

5.1. Reports.

The Company will deliver to the Lender:

- (i) Events of Default, etc.: written notice of any condition or event that constitutes an Event of Default or Potential Event of Default promptly upon any officer of the Company obtaining knowledge of any condition or event that constitutes an Event of Default or Potential Event of Default; and
- (ii) Other Information: with reasonable promptness, such other information and data with respect to the Company as from time to time may be reasonably requested by the Lender.

5.2. Existence, etc.

The Company will at all times preserve and keep in full force and effect its existence and all rights and franchises material to its business.

5.3. Payment of Taxes and Claims.

The Company will pay all taxes, assessments and other governmental charges imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto.

5.4. Compliance with Laws.

The Company shall comply in all material respects with the requirements of all applicable laws, rules, regulations and orders of any governmental authority.

Section 6. COMPANY'S NEGATIVE COVENANTS

The Company covenants and agrees that until payment in full of the Loan and other Obligations, the Company shall perform all covenants in this Section 6.

6.1. Restriction on Fundamental Changes; Asset Sales and Acquisitions.

The Company shall not alter the corporate, capital or legal structure of the Company or enter into any transaction of merger or consolidation, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sub-lease (as lessor or sub-lessor), transfer or otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its business, property or assets, whether now owned or hereafter acquired, or acquire by purchase or otherwise all or substantially all the business, property or fixed assets of, or stock or other evidence of beneficial ownership of, any Person.

6.2. Restriction on financings from third parties.

The Borrower shall not obtain any other financings from parties other than from the Lender or Lehman Brothers Holding Inc. without the Lender's consent, such consent not to be unreasonably withheld.

Section 7. EVENTS OF DEFAULT

If any of the following conditions or events ("**Events of Default**") shall occur:

7.1. Failure to Make Payments When Due.

A failure by the Company to pay any installment of principal of or interest on any Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or failure by the Company to pay any fee or any other amount due under this Agreement. For the avoidance of doubt, such failure to make payments when due include failure by the Company to Deliver in Good Form any Committed Permitted Equity Securities on any Interest Payment Date.

7.2. Default of Underlying Loan Agreements or Other Agreements.

A breach or default by the Company in any material respect under the Underlying Loan Agreements or any other material Contractual Obligation of the Company; or

7.3. Breach of Covenants.

A failure of the Company to perform or comply in any material respect with any term or condition contained in any Loan Document; provided, however, that such failure to comply shall not constitute an Event of Default unless such failure shall remain unremedied for fifteen (15) Business Days after the occurrence of such failure; or

7.4. Breach of Warranty.

Any representation, warranty, certification or other statement made by the Company in any Loan Document or in any statement or certificate at any time given by the Company in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect on the date as of which made; or

7.5. Involuntary Bankruptcy; Appointment of Receiver, etc.

(i) A court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against the Company under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Company, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of the Company for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of the Company, and any such event described in this clause (ii) shall continue for 60 days unless dismissed, bonded or discharged; or

7.6. Voluntary Bankruptcy; Appointment of Receiver, etc.

(i) The Company shall have an order for relief entered with respect to it or commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or the Company shall make any assignment for the benefit of creditors; or (ii) the Company shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or governing entity of the Company (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to in clause (i) above or this clause (ii); or

7.7. Judgments and Attachments.

Any money judgment, writ or warrant of attachment or similar process involving (i) in any individual case an amount in excess of \$5,000,000 or (ii) in the aggregate at any time an amount in excess of \$20,000,000 shall be entered or filed against the Company or any of its assets; or

7.8. Dissolution.

Any order, judgment or decree shall be entered against the Company decreeing the dissolution or split up of the Company; or

7.9. Invalidity.

This Agreement shall cease to be a valid and binding agreement of the Company or the Lender; or

7.10. Change in Control.

Lehman Scottish Finance L.P. shall cease to beneficially own and control more than 50% of the issued and outstanding equity interests of the Company:

THEN (i) upon the occurrence of any Event of Default described in subsection 7.5 or 7.6, each of (a) the unpaid principal amount of and accrued interest on the Loan and (b) all other Obligations shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Company, and the obligation of the Lender to make the Loan shall thereupon terminate and (ii) upon the occurrence and during the continuation of any other Event of Default, the Lender shall by written notice to the Company, declare all or any portion of the amounts described in clauses (a) and (b) above to be, and the same shall forthwith become, immediately due and payable, and the obligation of the Lender to make the Loan shall thereupon terminate.

Section 8. MISCELLANEOUS

8.1. Assignments.

(a) The Lender shall have the right at any time to (i) sell, assign or transfer to any Person or (ii) sell participations to any Person in, all or any part of the Loan made by it or any other interest herein or in any other Obligations; provided that (a) except in the case of an assignment to an Affiliate of the Lender or an Approved Fund, the Company must give its prior written consent (which consent shall not be unreasonably withheld or delayed), (b) each partial assignment shall be made as an assignment of a proportionate part of all the Lender's rights and obligations under this Agreement and (c) if the effect of such assignment (whether or not such assignee is an Affiliate of the Lender) would be to increase the liability of the Company under Section 2.6.B., then the Company shall not be liable for such increase.

(b) In the event the Company reasonably believes in good faith that the Cost of Funds Rate is adversely affected by the performance of the Lender's assets other than as a result of the performance or downgrade of the Company, the Guarantor or their respective Affiliates, the Company shall have the right to request the Lender to sell or otherwise transfer the Loan to another finance subsidiary operated by Liberty Hampshire, which request shall not be unreasonably denied.

8.2. Expenses.

Whether or not the transactions contemplated hereby shall be consummated, the Company agrees to pay promptly upon receipt of the calculation showing (i) all the actual and reasonable costs and expenses of preparation of this Agreement and the Guarantee and any consents, amendments, waivers or other modifications thereto; (ii) all the costs of furnishing all opinions by counsel for the Company (including any opinions requested by the Lender as to any

legal matters arising hereunder) and of the Company's performance of and compliance with all agreements and conditions on its part to be performed or complied with under this Agreement; (iii) the reasonable fees, expenses and disbursements of counsel to the Lender in connection with the negotiation, preparation, execution and administration of this Agreement and any consents, amendments, waivers or other modifications hereto; (iv) all other actual and reasonable costs and out-of-pocket expenses incurred by the Lender in connection with the negotiation, preparation and execution of this Agreement and any consents, amendments, waivers or other modifications hereto and the transactions contemplated hereby; and (v) after the occurrence of an Event of Default, all costs and expenses, including reasonable attorneys' fees and costs of settlement, incurred by the Lender in enforcing any Obligations of or in collecting any payments due from the Company hereunder by reason of such Event of Default.

8.3. Indemnity.

The Company agrees to indemnify the Lender, its Affiliates and the officers, managers, members (and the direct and indirect owners of such members), employees, representatives and agents of the Lender and its Affiliates (collectively, the "**Indemnitees**") on demand from and against all liabilities, losses, suits, costs or expenses of any kind (including, without limitation, fees and disbursements of legal counsel) directly related to the Lender making the Loan (collectively, "**Indemnified Amounts**"), provided, however that the Company shall not have any obligations pursuant to this paragraph relating to any Indemnified Amounts resulting solely from the gross negligence or willful misconduct of the person seeking indemnification. The Company's liability with respect to any Indemnified Amounts with respect to income taxes shall be limited to the amount of incremental tax (calculated based upon the highest marginal U.S. federal income tax rate for individuals and the highest marginal state and local tax rates for individuals resident in New York City), plus interest and penalties thereon, required to be paid by the Lender as a result of the Lender being required to include in its income amounts of income in excess of the interest and other amounts due with respect to the Loan. Indemnified Amounts shall not include any costs and expenses incurred by the Lender in the ordinary course of business (which costs and expenses would have been incurred even if the Lender had not made the Loan) or any costs and expenses associated with the Lender's debt programs or the issuance or placement of debt securities of the Lender. These indemnities will survive termination of this Agreement.

8.4. Amendments and Waivers.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by the Company therefrom, shall in any event be effective without the written concurrence of the Lender.

8.5. Independence of Covenants.

All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of an Event of Default or Potential Event of Default if such action is taken or condition exists.

8.6. Notices.

Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by facsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of facsimile, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to the Lender shall not be effective until received. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such Person in a written notice delivered to the other party hereto.

8.7. Termination; Survival.

A. This Agreement shall not terminate until all payments of principal, interest and fees with respect to the Loan owed to the Lender by the Company shall have been paid in full as provided for by this Agreement.

B. All representations, warranties and agreements made herein shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

C. Notwithstanding anything in this Agreement or implied by law to the contrary, the agreements of the Company set forth in subsections 2.3.B.(iv), 2.6, 8.2, 8.3, 8.18 and 8.19 shall survive the payment of the Loan and the termination of this Agreement.

8.8. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of the Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

8.9. Marshalling; Payments Set.

The Lender shall not be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Obligations. To the extent that the Company makes a payment or payments to the Lender, or the Lender exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

8.10. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

8.11. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.12. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

8.13. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lender. Neither the Company's rights nor obligations hereunder nor any interest therein may be assigned or delegated by the Company without the prior written consent of the Lender.

8.14. Consent to Jurisdiction and Service of Process.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OBLIGATIONS THEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE COMPANY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY

- (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;**
- (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*;**
- (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE COMPANY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SUBSECTION 8.6;**

(IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE COMPANY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

(V) AGREES THAT THE LENDER RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST THE COMPANY IN THE COURTS OF ANY OTHER JURISDICTION; AND

(VI) AGREES THAT THE PROVISIONS OF THIS SUBSECTION 8.14 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.

8.15. Waiver of Jury Trial.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SUBSECTION 8.15 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOAN MADE HEREUNDER. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

8.16. Confidentiality.

The Lender agrees to keep confidential any information delivered by the Company to it pursuant to this Agreement and identified as confidential by the Company. Notwithstanding the foregoing, nothing shall limit the Lender's or any of its Representative's (as defined herein) ability disclose any information (i) to its legal counsel, accountants, and other professional

advisors, (ii) to its members, managers, partners, officers, directors, employees, agents, affiliates or representatives (collectively “Representatives”) that need to know such information, (iii) to any of the National Ratings Agency if requested by such National Ratings Agency (iv) to its investors (v) as requested pursuant to or as required by law, regulation, or legal process, (vi) to the extent reasonably required in connection with any litigation, administrative, legal, regulatory or other similar proceedings, or (vii) to potential assignees or participants. The Company and the Lender (and each of their Representatives) may, except to the extent that confidentiality is reasonably necessary to comply with United States federal or state securities laws, disclose to any and all persons, without limitation of any kind, the United States federal income tax treatment and facts relevant to the United States tax structure of the Loan.

8.17. Counterparts; Effectiveness.

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

8.18. Limited Recourse.

The Company hereby acknowledges and agrees that all amounts owing under this Agreement shall be without recourse of any kind to the Lender. The Lender shall have no obligation to pay any amounts owing under this Agreement, except the amount of the Loan made in accordance with Section 2.1.A., unless and until the Lender has received such amounts pursuant to the Loan and such amounts are not required to pay outstanding Extendible Notes or any indebtedness of the Lender. In addition, the Company agrees that Lender shall have no obligation to pay any party any amounts constituting fees, a reimbursement for expenses or indemnities (collectively, “**Expense Claims**”) and such Expense Claims shall not constitute a claim against the Lender (as defined in Section 101 of Title 11 of the United States Bankruptcy Code), unless or until the Lender has received amounts sufficient to pay such Expense Claims pursuant to the Loan and such amounts are not required to pay outstanding Extendible Notes or any indebtedness of the Lender. This section shall survive the termination of this Agreement.

8.19. No Petition.

The Company agrees that, prior to the date which is one year and one day after the payment in full of all indebtedness of the Lender, it will not institute against, or join in any person in instituting against, the Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other similar proceeding under the laws of any jurisdiction. This section shall survive the termination of this Agreement.

8.20. USA Patriot Act.

In the event the Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “**Act**”) the Lender will notify the Company that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Company, which information includes the name and address of the Company and other information that will allow such Lender to identify the Company in accordance with the Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

COMPANY:

Luxembourg Finance S.à r.l.

By: Alexis Kamarowsky Jean-Marc Debaty
Title: Director Director

Notice Address:

7, Val Sainte-Croix
L - 1371 Luxembourg

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Title: _____

Notice Address:

Relationship Funding Company, LLC
227 West Monroe
Suite 4900
Chicago, Illinois 60606

EXHIBIT I

FORM OF NOTICE OF BORROWING

NOTICE OF BORROWING

Pursuant to that certain Loan Agreement dated as of March 2, 2007, as such agreement may be amended, supplemented or otherwise modified to the date hereof (said Loan Agreement, as so amended, supplemented or otherwise modified, being the "**Loan Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Luxembourg Finance S.à r.l., a limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg, (the "**Company**"), and Relationship Funding Company, LLC, as Lender (the "**Lender**"), this represents the Company's request to borrow from the Lender as follows:

1. Funding Date: _____, 2007
2. Amount of Loan funded: \$ _____
3. Account: The amount of the Loan funded shall be transferred to the following account: [account details].

The undersigned officer, to the best of his or her knowledge, and the Company certify that:

- (i) The representations and warranties contained in the Loan Agreement are true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true, correct and complete in all material respects on and as of such earlier date;
- (ii) No event has occurred and is continuing or would result from the consummation of the borrowing contemplated hereby that would constitute an Event of Default or a Potential Event of Default; and
- (iii) The Company has performed in all material respects all agreements and satisfied all conditions which the Loan Agreement provides shall be performed or satisfied by it on or before the date hereof.

Exhibit I-1

NY1 6024716v.27

DATED: _____, 2007

LUXEMBOURG FINANCE S.À R.L.

By: _____

Title: _____

EXHIBIT II

[FORM OF GUARANTEE]

GUARANTEE OF LEHMAN BROTHERS HOLDINGS INC.

To: Relationship Funding Company, LLC

227 West Monroe
Suite 4900
Chicago, Illinois 60606

As an inducement to you for, and in consideration of, the due and punctual payment of any and all amounts payable by, and any and all obligations of, Luxembourg Finance S.à r.l. (the “Borrower”) to you arising under the Loan Agreement, dated as March 2, 2007 (the “Loan Agreement”) between you (the “Lender”) and the Borrower, we do hereby absolutely and unconditionally guarantee to you, your successors, endorsees, and assigns, the payment by the Borrower of its Obligations to you, your successors, endorsees, and assigns, now existing, or which hereafter may be contracted or existing, as the same shall respectively become due, whether at maturity, by acceleration, declaration, demand, or otherwise, together with accrued interest and charges, and we agree to reimburse you for all expenses including reasonable attorneys’ fees of enforcing or obtaining or endeavoring to enforce or obtain payment thereof. Terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

We guarantee that the Obligations will be paid strictly in accordance with their terms, regardless of monetary amount, duration, value, genuineness, validity, regularity or enforceability of the Obligations. This Guarantee is absolute and unconditional and not subject to reduction, limitation, impairment, termination, defense, set-off, counterclaim or recoupment (all of which are hereby expressly waived by us). Without limiting the foregoing, you may at any time and from time to time without notice to or consent by us and without impairing or releasing our obligations hereunder: (1) agree with the Borrower to make any change in the terms of any obligation or liability of Borrower to the Lender, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Borrower to the Lender, (3) exercise or refrain from exercising any rights against the Borrower or others, (4) compromise or subordinate any obligation or liability of the Borrower to the Lender including any security therefore. We shall have no right of subrogation with respect to any payments we make under this Guarantee until all Obligations of the Borrower to you are paid in full.

The sole condition precedent to our making any payments under this Guarantee is that the Lender is not the subject of a Bankruptcy. “Bankruptcy” means with respect to the Lender, either (i) the Lender shall have an order for relief entered with respect to it under the United States Federal bankruptcy laws as now or hereafter in effect, (ii) the Lender shall have voluntarily commenced any proceeding or filed any petition under any bankruptcy, insolvency or similar law seeking the dissolution, liquidation or reorganization of the Lender or (iii) involuntary proceedings or an involuntary proceeding shall have been commenced or filed against the Lender

under any bankruptcy, insolvency or similar law seeking the dissolution, liquidation or reorganization of the Lender and such proceeding or petition shall have not been dismissed for 60 days.

This Guarantee is a guarantee of payment, and not of collection, and you may exercise your rights hereunder against us without first having to take any action against the Borrower, or any other guarantor.

We hereby waive diligence, presentment, notice of dishonor or non-payment of the Obligations, protest, marshalling of assets, demand of any kind in connection with the delivery, acceptance, performance, default or enforcement of this Guarantee. In addition, we hereby waive all circumstances and conditions that would release a guarantor from its obligations.

Our obligations under this Guarantee rank *pari passu* with our senior unsecured debt obligations.

We may not assign our rights nor delegate our obligations under this Guarantee, in whole or in part, without the prior written consent of the Lender, and any purported assignment or delegation absent such consent is void. Any assignment shall be to an entity that has short-term unsubordinated debt ratings that are at least A-1 and P-1 by Standard & Poor's Corporation and Moody's Investor Services Inc., respectively ("Successor Guarantor"). Upon any such delegation and assumption of obligations by a Successor Guarantor, you shall be relieved of and fully discharged from all your obligations hereunder.

This Guarantee will remain in full force and effect until the Obligations are paid in full; provided, that this Guarantee shall continue to be effective or shall be reinstated, as the case may be, if at any time payment or other satisfaction of any of the Obligations is rescinded or must otherwise be restored or returned upon the bankruptcy, insolvency or reorganization of the Borrower under the United States Federal bankruptcy laws, or any similar applicable state or foreign law.

We may not amend or modify any provision of this Guarantee without your prior written consent.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand on March __, 2007

LEHMAN BROTHERS HOLDINGS INC.

By: _____

Name:

Title:

EXHIBIT III

[FORM OF APP NOTICE]

Reference is hereby made to that certain Loan Agreement entered into as of March 2, 2007, by and among Relationship Funding Company, LLC (the "Lender"), and Luxembourg Finance S.à r.l. (the "Company") (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement. This Notice is hereby delivered by the Lender pursuant to the Loan Agreement and notifies the Company that the Acceleration Principal Payment Date is [] and the Acceleration Principal Payment Amount is \$[]. The calculation of the Acceleration Investment Credit and the Acceleration Principal Payment Amount is attached.

Wire funds to arrive by 2 p.m. (New York time) on [xx-xx-xx] to the account (instructions are listed below):

Bank of Crediting Account: Deutsche Bank Trust Company Americas
City and State of Bank: New York, New York
Crediting Bank ABA#: 021001033
Name of Crediting Account: Corporate Trust & Agency Group
Crediting Account: 01-41-96-47
Reference Information: [] – CTOL []

IN WITNESS WHEREOF, this Notice has been executed as of this [] day of [], 200[].

RELATIONSHIP FUNDING COMPANY, LLC

By: _____
Name:
Title:

EXHIBIT IV
LUXEMBOURG FINANCE S.À R.L.
[FORM OF PAYMENT NOTICE]

_____, 2007

Relationship Funding Company, LLC
227 West Monroe
Suite 4900
Chicago, Illinois 60606

Reference is made to the Loan Agreement, dated as of March 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Luxembourg Finance S.à r.l., as borrower (the "Company"), and Relationship Funding Company, LLC, as Lender (the "Lender"). Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Loan Agreement.

The Company hereby gives you notice pursuant to Subsection 2.2.C. of the Loan Agreement, that the Company has irrevocably elected to pay the Interest Amount due on the Interest Payment Date on _____ in Permitted Equity Securities. The Company intends to deliver the following Permitted Equity Securities:

- (i) [insert the identity of the issuers of such Permitted Equity Securities]
- (ii) [insert the class of such Permitted Equity Securities]; and
- (iii) [the number of such Permitted Equity Securities]

The Company hereby certifies that the Permitted Equity Securities will be Delivered in Good Form to the Lender.

This Payment Notice is irrevocable as it applies to the Company, when signed by the Company.

[signature page follows]

LUXEMBOURG FINANCE S.À R.L.

By: _____
Name:
Title:

This Payment Notice is confirmed by the Lender and such Permitted Equity Securities listed herein are Committed Permitted Equity Securities.

Relationship Funding Company, LLC

By: _____
Name:
Title:

EXHIBIT V

LUXEMBOURG FINANCE S.À R.L.

[FORM OF REVISED PAYMENT NOTICE]

_____, 2007

Relationship Funding Company, LLC
227 West Monroe
Suite 4900
Chicago, Illinois 6060

Reference is made to the (i) Loan Agreement, dated as of March 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Luxembourg Finance S.à r.l., as borrower (the "Company"), and Relationship Funding Company, LLC, as Lender, and (ii) Payment Notice dated as of _____ (the "Payment Notice") and delivered to the Lender by the Company. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Loan Agreement.

The Company hereby gives you notice pursuant to Subsection 2.2.C. of the Loan Agreement, that the following Committed Permitted Equity Securities referenced in the Payment Notice no longer meet the requirements of Permitted Equity Securities.

[Describe the Defaulted Permitted Equity Security]

In accordance with subsection 2.2.D., the Company elects to substitute such Defaulted Permitted Equity Security with the other eligible Permitted Equity Security, subject to the Lender's written consent.

[Describe the substitute Permitted Equity Security]

The Company proposes to deliver the following Permitted Equity Securities, including the substitute Permitted Equity Security:

- (i) [insert the identity of the issuers of such Permitted Equity Securities]
- (ii) [insert the class of such Permitted Equity Securities]; and
- (iii) [the number of such Permitted Equity Securities]

The Company hereby certifies that the Permitted Equity Securities will be Delivered in Good Form to the Lender.

This Revised Payment Notice is irrevocable as it applies to the Company, when signed by the Company.

LUXEMBOURG FINANCE S.À R.L.

By: _____
Name:
Title:

This Revised Payment Notice is confirmed by the Lender and such Permitted Equity Securities listed herein are Committed Permitted Equity Securities.

Relationship Funding Company, LLC

By: _____
Name:
Title: