

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of the 23rd day of June, 2010, by and among Silver Lake Credit Fund, L.P. (“SLCF” or the “Partnership”), Silver Lake Financial Associates, L.P. (the “SLF” and collectively with SLCF, “Silver Lake”), and Lehman Brothers Holdings Inc. (“LBHI”) (each of the foregoing, a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, LBHI is a limited partner of the Partnership pursuant to that certain Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1, 2010 (as may be amended from time to time, the “Partnership Agreement”).

WHEREAS, commencing on September 15, 2008 and thereafter, LBHI and certain of its affiliates (collectively, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

WHEREAS, on September 17, 2009, SLCF timely filed two proofs of claim against LBHI, which were assigned claim number 15156 (“Claim No. 15156”) and claim number 15157 (“Claim No. 15167”) by the Debtors’ Bankruptcy Court-approved claims and noticing agent, and one claim against one of LBHI’s Debtor affiliates, Lehman Brothers Special Financing Inc. (“LBSF”), which was assigned claim number 15158 (“Claim No. 15158,” and together with Claim No. 15156 and Claim No. 15157, the “Claims”).

WHEREAS, by letter dated March 31, 2010, LBHI notified the Partnership of its request to withdraw 100% of the balance of its entire Book Capital Account¹ attributable to the Capital Contributions² made by LBHI in January 2008, May 2008, June 2008 and October 2008 (the “Withdrawal Notice”).

NOW, THEREFORE, in consideration of the recitals set forth above and promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Effectiveness. Except as set forth in Section 2 hereof or unless otherwise agreed in writing by LBHI, this Agreement shall not be binding on or enforceable against LBHI prior to the entry of a final order (“Order”) by the Bankruptcy Court approving the terms of the

¹ “Book Capital Account” means in the case of any partner of the Partnership (each, a “Partner”) the account or accounts established and maintained with respect to such Partner pursuant Article V of Partnership Agreement. For the avoidance of doubt, each Partner’s Book Capital Account includes any portion of such Partner’s interest in the Partnership that is attributable to any “Side Pocket Investment” (as such term is defined in the Partnership Agreement).

² “Capital Contribution” means in the case of any Partner the amount contributed from time to time to the capital of the Partnership by such Partner.

Agreement under section 363 of the Bankruptcy Code and rule 9019 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”). The Order shall not become final until (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired, and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order(s) or judgment(s) of the court shall have been affirmed by the highest court to which such order(s) was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order(s), and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument, or rehearing shall have expired (the “Effective Date”); provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule may be filed relating to such order(s) shall not cause such order(s) to not be the Order. In the event that the Effective Date does not occur on or before September 15, 2010, (a) nothing contained in this Agreement shall be deemed to be a waiver of any claims or an admission of liability by any Party hereto, and (b) this Agreement shall be null and void and all rights of the Parties prior to this Agreement shall be preserved.

Section 2. Withdrawal of Withdrawal Notice. LBHI hereby rescinds its Withdrawal Notice. In the event the Effective Date has not occurred on or before September 15, 2010, on or after September 16, 2010, LBHI shall be entitled to issue a new withdrawal request in accordance with the Partnership Agreement. Following the Effective Date, LBHI shall have no right to make a withdrawal request or to withdraw capital from the Partnership except as set forth in this Agreement; provided that, if the Partnership is dissolved and its affairs wound up prior to the date that LBHI is fully withdrawn from the Partnership, LBHI shall be entitled to payment of its liquidating distribution, if any, as contemplated by Section 14.1(b) of the Partnership Agreement.

Section 3. Withdrawal of Book Capital Account. Subject to and, if applicable, in accordance with Section 4 below, the entire interest of LBHI in the Partnership as reflected by its Book Capital Account shall be withdrawn, and LBHI shall on completion thereof cease to be a partner of the Partnership and have no further interest in, or funding obligation to, the Partnership, in accordance with the following terms:

- (a)(i) Subject to Sections 3(b) and (c) of this Agreement, but otherwise in accordance with the terms of the Partnership Agreement, not less than 1/3 of the balance of LBHI’s Book Capital Account (for the avoidance of doubt, such amount, after giving effect to the Discount (defined below), the “Initial Payment”) shall be withdrawn (or paid in full or part pursuant to the terms of Section 4 below) and paid to LBHI in cash no later than the later of (A) August 1, 2010, or (B) the first day of the month following the Effective Date (the “Initial Withdrawal Date”).
- (ii) Subject to Sections 3(b) and (c) of this Agreement, but otherwise in accordance with the terms of the Partnership Agreement, an amount at least equal to the lesser of (A) 1/2 of the balance of LBHI’s Book Capital Account as of the Second Withdrawal Date (defined below) and (B) the difference between (x) 2/3 of the sum of the Initial Payment and the balance of LBHI’s Book Capital Account as of Second Withdrawal Date and (y) the Initial Payment, shall be withdrawn and paid

to LBHI in cash no later than the later of (X) February 1, 2011, and (Y) six-month anniversary of the Initial Withdrawal Date (the “Second Withdrawal Date”); provided, however, that if (B) is less than or equal to 0, then a withdrawal shall not be required to be made from LBHI’s Book Capital Account on the Second Withdrawal Date.

- (iii) Subject to Sections 3(b) and (c) of this Agreement, but otherwise in accordance with the terms of the Partnership Agreement, the remaining balance of LBHI’s Book Capital Account shall be withdrawn and paid to LBHI in cash no later than the later of (A) August 1, 2011, or (B) the six-month anniversary of the Second Withdrawal Date (the “Final Withdrawal Date” and any of the Initial Withdrawal Date, the Second Withdrawal Date or the Final Withdrawal Date, a “Withdrawal Date”).
- (b) Notwithstanding any provision to the contrary contained in the Partnership Agreement, (i) the proceeds payable to LBHI in connection with a withdrawal of a portion of its Book Capital Account pursuant to Section 3(a) above shall be reduced to an amount equal to 92.5% of the amount that would otherwise be payable to LBHI in connection with the withdrawal of such portion of LBHI’s Book Capital Account pursuant to the Partnership Agreement as modified by this Agreement (the remaining 7.5% of such proceeds, the “Discount” and the withdrawal proceeds payable to LBHI pursuant to this Agreement (as reduced by the Discount), the “LBHI Withdrawal Proceeds”) and (ii) LBHI hereby forfeits the right to receive all or any portion of the Discount, and the Partnership shall retain the Discount for the benefit of the partners of the Partnership other than LBHI. In accordance with Section 8.3.6 of the Partnership Agreement, ninety percent (90%) of the proceeds payable to LBHI at each Withdrawal Date in accordance with Section 3(a) above shall be paid to LBHI within 30 days after such Withdrawal Date, with the balance, if any, to be paid not later than 30 days after the date that audited financial statements of SLCF for the fiscal year in which such Withdrawal Date has occurred are completed.
- (c) In connection with each withdrawal pursuant to Section 3(a) and 3(b) hereof, the Partnership shall pay in cash to LBHI the applicable portion of the LBHI Withdrawal Proceeds in accordance with the terms hereof notwithstanding the potential applicability of (i) the limitations on withdrawals set forth in Section 8.4(a) of the Partnership Agreement (the right to limit withdrawals as of a given Withdrawal Date to not more than 15% of the aggregate Book Capital Accounts of the Partners as of such date), (ii) Section 8.4(b) (the right to suspend or limit withdrawals and to defer the payment of withdrawal proceeds) of the Partnership Agreement, (iii) Sections 8.1 and 8.8 (the right to pay withdrawal proceeds in kind) of the Partnership Agreement, (iv) Section 8.12 (the right to require that the limited partner who wishes to make a withdrawal agree to forfeit a portion of its Book Capital Account) of the Partnership Agreement, (v) the five percent penalty contained in Section 8.3.2 of the Partnership Agreement and (vi) any other limitations on withdrawals set forth in Article VIII or any other provision of the Partnership Agreement; provided, however, that the Partnership shall not be

obligated to waive provisions of the Partnership Agreement which may not be waived pursuant to applicable law or regulatory authority or would subject SLCF to a materially adverse regulatory regime; provided, that Silver Lake shall use its commercially reasonable efforts to refrain from taking any action after the Effective Date that would cause the withdrawal of LBHI's Book Capital Account pursuant to Section 3(a) hereof to subject the Partnership to a materially adverse regulatory regime.

Section 4. Sale of Partnership Interests. Subject to the occurrence of the Effective Date, in lieu of the withdrawal of all or any portion of LBHI's interest in the Partnership as of a given Withdrawal Date, the Partnership may, in its sole and absolute discretion, cause LBHI to sell all or a designated portion of its interest in the Partnership to any person, pursuant to an Assignment and Assumption Agreement substantially in the form annexed hereto as Exhibit A (provided that if at the time of execution LBHI is unable to make the representations and warranties contained in the form of Assignment and Assumption Agreement, LBHI shall be required to execute a modified form of Assignment and Assumption Agreement), as of, or prior to, such Withdrawal Date; provided, that the purchase price for such interest shall not be less than 92.5% of the portion of the Book Capital Account to be transferred (determined as of the date of transfer). Notwithstanding the foregoing, (a) Silver Lake shall not cause LBHI to enter into an Assignment and Assumption Agreement on more than three occasions and (b) to the extent that the Partnership causes LBHI to enter into an agreement in connection with the sale of an interest in the Partnership pursuant to this Section 4, the closing of such sale shall occur on the same date that such agreement is executed. Additionally, LBHI also retains the right to sell its interest (subject to the terms of the Partnership Agreement) in the Partnership (for so long as LBHI continues to hold such interest); provided, however, that Silver Lake shall retain its right to consent to any such transfer and the admission of any prospective limited partner to the Partnership, which consent shall not be unreasonably withheld. For the avoidance of doubt, nothing in this Section 4 shall relieve LBHI of its obligations under the Partnership Agreement to keep certain information confidential; provided, however, that LBHI may disclose any information that it reasonably believes is necessary to disclose in connection with its chapter 11 case currently pending in the Bankruptcy Court.

Section 5. Side Letter. Silver Lake agrees that Sections 1 and 2 of the letter agreement, dated January 7, 2008, among SLCF, SLF, Silver Lake Financial Management Company, L.L.C. and LBHI shall remain effective with respect to LBHI (*i.e.*, management fee and incentive fee calculation), notwithstanding that LBHI no longer meets the terms of the Lehman Requirement (as defined in such letter agreement). For the avoidance of doubt, in no event shall any purchaser of, or any assignee or transferee with respect to, any portion of LBHI's interest in the Partnership acquire or be assigned or transferred any right under such letter agreement. Any purported assignment or transfer of any such right shall be null and void.

Section 6. Recoupment. Subject to the occurrence of the Effective Date, SLCF hereby agrees to waive and release any and all rights to recoup amounts owed by LBHI on account of the Claims and on account of amounts that may be owed to SLCF by Lehman Brothers Inc. ("LBI") against amounts owed to LBHI on account of its Book Capital Account.

Section 7. Other Claims. Upon the Effective Date, Claim No. 15157 shall be deemed satisfied and SLCF shall have no rights or claims to any further distributions from LBHI's or the Debtors' estates related thereto. Within five (5) business days of the Effective Date, SLCF shall execute and deliver to the Bankruptcy Court a notice of withdrawal of claim substantially in the form attached hereto as Exhibit B with respect to Claim No. 15157. For the avoidance of doubt, this Agreement shall have no effect whatsoever on the rights or remedies of SLCF, SLF, their respective affiliates, successors, transferees and assigns, with respect to any and all direct or indirect claim(s) asserted, whether now existing or hereafter asserted, against LBIE, LBSF, LBI, or any other direct or indirect claims against any of the Debtors, other than Claims No. 15157, and all rights and defenses with respect to such claim(s) and any other rights that may exist against such entities are hereby preserved. Except as expressly set forth herein, this Agreement shall not in any way affect the rights and obligations of the Parties under any other agreements, stipulations or orders of the Bankruptcy Court.

Section 8. Representations. Subject to Section 1 hereto, each Party represents and warrants to each other Party that (i) the execution, delivery, and performance by such Party of this Agreement are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof, (iii) it has had the opportunity to be represented and advised by legal counsel in connection with this Agreement, which it enters voluntarily and of its own choice and not under coercion or duress, (iv) it has made its own investigation of the facts and is relying upon its own knowledge and the advice of its counsel, and (v) it knowingly waives any and all claims that this Agreement was induced by any misrepresentation or non-disclosure and knowingly waives any and all rights to rescind or avoid this Agreement based upon presently existing facts, known or unknown. The Parties agree and stipulate that each Party is relying upon the representations and warranties set forth in this Agreement and that these representations and warranties are a material inducement for entering into this Agreement. These representations and warranties shall survive the execution of this Agreement.

Section 9. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or PDF transmission shall be as effective as delivery of a manually executed counterpart.

Section 10. Jurisdiction; Governing Law. Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; provided, however, that if the Bankruptcy Court does not have or abstains from exercising such jurisdiction, the Parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States

District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court having jurisdiction over an appeal from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise, and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law principles that might lead to the application of the laws of any other jurisdiction, except to the extent that the laws of the State of New York are superseded by the Bankruptcy Code.

Section 11. Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall be binding upon any chapter 7 or chapter 11 trustee or examiner appointed in the above-captioned cases, and shall be further binding upon any person or entity acting through, or on behalf of, or claiming to act through, or on behalf of LBHI, including, but not limited to, any statutory committee appointed in the above-captioned cases.

Section 12. Amendment. This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties.

Section 13. Entire Agreement. This Agreement supersedes all other prior letters, term sheets and understandings, both written and verbal, among the Parties or any of them with respect to the subject matter hereof.

Section 14. Construction. This Agreement has been negotiated by the Parties and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any of its provisions against the Party responsible for drafting this Agreement will not apply in any construction or interpretation of this Agreement.

Section 15. Termination. If on or before the later of the Effective Date or September 15, 2010, LBHI: (i) issues a withdrawal request or notice, other than the Withdrawal Notice; (ii) grants or creates an Encumbrance (as defined in the Assignment and Assumption Agreement) on LBHI's interest in the Partnership; or (iii) except pursuant to a written agreement with Silver Lake, takes any action to disallow, reduce or otherwise diminish the Claims, which action is not withdrawn within three (3) business days following notification of such action by Silver Lake to LBHI, Silver Lake shall have the immediate right, upon written notice to LBHI, to terminate this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed, this Agreement on the date first written above.

SILVER LAKE CREDIT FUND, L.P.

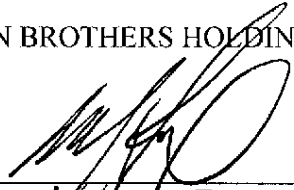
By: Silver Lake Financial Associates, L.P., its
general partner

By: _____
Name:
Title:

SILVER LAKE FINANCIAL ASSOCIATES, L.P.

By: _____
Name:
Title:

LEHMAN BROTHERS HOLDINGS INC.

By: 
Name: *William Fox*
Title: *Executive Vice President*

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed, this Agreement on the date first written above.

SILVER LAKE CREDIT FUND, L.P.

By: Silver Lake Financial Associates, L.P., its
general partner

By: Karen M. King
Name: **Karen M. King**
Title: **Managing Director and
General Counsel**

SILVER LAKE FINANCIAL ASSOCIATES, L.P.

By: Karen M. King
Name: **Karen M. King**
Title: **Managing Director and
General Counsel**

LEHMAN BROTHERS HOLDINGS INC.

By: _____
Name:
Title: