

## TERMINATION AGREEMENT

This Termination Agreement (the “Termination Agreement”) is made and entered into as of [ENTER DATE] by and among Madison Avenue Structured Finance CDO I Ltd., Madison Avenue Structured Finance CDO I, Corp. (together with Madison Avenue Structured Finance CDO I, Ltd., the “Counterparty”), Lehman Brothers Financial Products Inc. (“Lehman”), U.S. Bank National Association (“US Bank”), as trustee, and MetLife Investment Advisors Company, LLC, as collateral manager (“MetLife”) (each of the foregoing a “Party” and collectively the “Parties”).

### RECITALS:

WHEREAS, the Parties entered into one or more transactions (each a “Transaction” and, together, the “Transactions”) that were governed by a 1992 ISDA Master Agreement, dated as of December 5, 2001, and related schedules, documents, and confirmations (collectively, the “Agreement Documents”).

WHEREAS, commencing on September 15, 2008 and thereafter, Lehman Brothers Holdings Inc. (“Holdings”) and certain of its affiliates, including Lehman, each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (collectively, the “Bankruptcy Cases”).

WHEREAS, the Parties wish to terminate and/or acknowledge the termination of each then-open Transaction under the Agreement Documents as of November 12, 2008.

WHEREAS, on December 16, 2008, the court having jurisdiction over the Bankruptcy Cases (the “Bankruptcy Court”) entered an Order Pursuant to Sections 105 and 365 of the Bankruptcy Code to Establish Procedures for the Settlement or Assumption or Assignment of Prepetition Derivative Contracts (the “Order”).

WHEREAS, on September 17, 2009, the Court entered the Alternative Dispute Resolution Procedures Order for Affirmative Claims of Debtors Under Derivatives Contracts (the “ADR Procedures Order”).

WHEREAS, on September 14, 2010, LBFP filed Adversary Proceeding No. 10-03543 (JMP) (the “Adversary Proceeding”) to challenge certain contractual provisions in the indenture governing the Counterparty’s debt issuances and related matters (the “Indenture”) as unenforceable *ipso facto* clauses or as avoidable, preferential, or fraudulent transfers in violation of the Bankruptcy Code.

WHEREAS, as of the date hereof, the Parties have agreed to resolve all claims between them relating to the Counterparty in exchange for a cash payment to Lehman in the amount of \$[ ] (the “Settlement Amount”) and the other provisions of this Termination Agreement.

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

Section 1. Payment. Counterparty or US Bank, as Trustee, on behalf of Counterparty shall pay the Settlement Amount, without deduction, set-off or counterclaim, to Lehman on or before five (5) business days after the Effective Date using the wire instructions set forth on Schedule A.

Section 2. Release. In consideration of each other Party's execution of this Termination Agreement and the terms hereof, including the payment of the Settlement Amount to Lehman without deduction, set-off or counterclaim, each Party on behalf of itself and any other party, person or entity claiming under or through it, hereby generally releases, discharges and acquits each other Party, and its respective current and former agents, servants, officers, directors, shareholders, employees, subsidiaries, divisions, branches, units, affiliates, parents, attorneys, successors, predecessors, heirs, personal representatives, and assigns (each of the foregoing, a "Released Party"), from all manners of action, causes of action, judgments, executions, debts, demands, rights, damages, costs, obligations, expenses, and claims of every kind, nature, and character whatsoever, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, accrued or unaccrued, known or unknown, matured or unmatured, liquidated or unliquidated, certain or contingent, that such releasing Party ever had or claimed to have, or now has or claims to have presently or at any future date, arising under or related to the Agreement Documents or the Transactions thereunder, their negotiation, execution, performance, any breaches thereof, or their termination.

Section 3. Withdrawal of Claims. Counterparty and US Bank, as Trustee, agree that, promptly after the Effective Date, they will withdraw any filed Proofs of Claim and the related Derivative Questionnaires (in each case, as defined in the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rules 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") entered in the Bankruptcy Cases on July 2, 2009) in respect of the Agreement Documents against Lehman, Holdings and any other Debtor (as defined in the Bar Date Order).

Section 4. Dismissal of Adversary Proceeding. Lehman agrees that, within 30 days after the Effective Date, it will file a motion to dismiss the Adversary Proceeding with prejudice;

Section 5. Representations. Each Party represents and warrants to each other Party that (i) subject to the entry of an Order by the Bankruptcy Court, in form substantially similar to the proposed order attached as Ex. A to this Termination Agreement, approving this Termination Agreement, the execution, delivery, and performance by such Party of this Termination Agreement are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) if the Bankruptcy Court approves the Termination Agreement but enters an Order that differs substantially from the proposed order in Ex. A, each

Party will make a good faith effort to reach agreement that the Order entered is satisfactory and sufficient to enter into this Termination Agreement, (iii) this Termination 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, (iv) it is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Termination Agreement, (v) it has had the opportunity to be represented and advised by legal counsel in connection with this Termination Agreement, which it enters voluntarily and of its own choice and not under coercion or duress, (vi) it has made its own investigation of the facts and is relying upon its own knowledge and the advice of its counsel, (vii) it has no expectation that any of the other Parties will disclose facts material to the Agreement Documents or this Termination Agreement, and (viii) it knowingly waives any and all claims that this Termination Agreement was induced by any misrepresentation or non-disclosure and knowingly waives any and all rights to rescind or avoid this Termination Agreement based upon presently existing facts, known or unknown. The Parties agree and stipulate that each Party is relying upon the representations and warranties in this Section in entering into the Termination Agreement. Furthermore, the Parties agree that these representations and warranties are a material inducement for entering into this Termination Agreement. These representations and warranties shall survive the execution of this Termination Agreement indefinitely without regard to statutes of limitations.

Section 6. Execution in Counterparts. This Termination 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 7. Effectiveness. The Parties agree that the effectiveness of this Termination Agreement is subject (i) to the entry of an order (“Order”) by the Bankruptcy Court, in form substantially similar to the proposed order attached as Ex. A to this Termination Agreement, approving the terms of this Termination Agreement under Rule 9019 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), which Order becomes final ten (10) days after its entry if no appeal is filed or upon dismissal of any such appeal or the affirmance of the Order on appeal with no further opportunity to appeal (the “Effective Date”); or (ii) agreement in writing by all of the Parties that an Order entered by the Bankruptcy Court approving this Termination Agreement that differs substantially from the proposed order in Ex. A is satisfactory and sufficient to enter into this Termination Agreement. Each Party agrees that it will make a good faith effort to obtain the approval of this Termination Agreement by the Bankruptcy Court and any appellate court under Bankruptcy Rule 9019.

Section 8. Governing Law. This Termination Agreement will be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York (including Section 5-1401 of the New York General Obligations Law), without regard to conflicts of laws principles that would require the application of the law of another jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over any action or proceeding with respect to this Termination Agreement and each Party agrees to submit to such jurisdiction and to waive any defense based on the location or jurisdiction of such court.

Section 9. Special Provision for Unknown Claims. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in the Release in Section 2. Section 1542 of the California Civil Code reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Section 10. Confidentiality. Counterparty, US Bank, and MetLife shall not disclose the Settlement Amount (“Confidential Information”) to any person other than their respective directors, officers, employees, counsel and other advisors, and the Counterparty’s noteholders (hereinafter, collectively, the “Related Parties”) (it being understood that Counterparty, US Bank, and MetLife shall ensure that such Related Parties will be informed in advance of the confidential nature of the Confidential Information and will be advised that the Confidential Information is confidential, that Noteholders should maintain the confidentiality of the Confidential Information, and that the Confidential Information is subject to the ADR Procedures Order), except as may be required by law, including but not limited to as may be required by United States federal securities and bankruptcy laws. The Parties agree that the motion filed with the Bankruptcy Court requesting the Order as stipulated herein shall include a copy of this Termination Agreement from which the Settlement Amount shall be redacted and that the Parties shall endeavor to keep the Settlement Amount out of the public record.

If Counterparty, US Bank, MetLife, or any Related Party becomes legally obligated (whether by court or regulatory order or otherwise), other than due to compliance with United States federal securities or bankruptcy laws, to disclose any of the Confidential Information, Counterparty, US Bank, MetLife, or such Related Party, as the case may be, will promptly provide Lehman, if permitted by law, with notice of such proposed disclosure so that Lehman may seek a protective order or other appropriate remedy. If such a protective order or other protective remedy is not obtained, Counterparty, US Bank, MetLife, or such Related Party, as the case may be, will disclose only that portion of the Confidential Information which is legally required, in the opinion of its own counsel, and Counterparty, US Bank, MetLife, or such Related Party, as the case may be, will exercise its reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

Section 11. Successors and Assigns. The provisions of this Termination Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 12. Amendment. This Termination Agreement may only 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 Termination Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 14. Execution by Trustee. US Bank is executing this Agreement solely in its capacity as Trustee and not in its individual capacity. None of US Bank or MetLife or their respective officers, directors, shareholders or agents shall be liable for any claim, liability, or obligation arising out of this Termination Agreement except to cause the payment of the Settlement Amount by or on behalf of Counterparty.

Section 15. Settlement Not an Admission of Liability. It is understood that this settlement is not an admission of any fact, violation of law or liability, but is in compromise of disputed claims, and is not to be construed as an admission of any fact, violation of law or liability on the part of each of the Parties, all of which are expressly denied. It is further understood that the payment made by Counterparty or US Bank, as Trustee on behalf of the Counterparty is performed in compromise of disputed claims between the Parties, and shall not be construed as an admission of any fact, violation of law, or liability on the part of any of US Bank, individually or as Trustee, MetLife, or the Counterparty who each expressly denies such fact, violation of law, or liability. This Agreement, or any of the terms hereof, or any negotiations or proceedings in connection herewith, or any performance or forbearance hereunder, shall have no precedential effect in any other transaction between the Debtors and US Bank, individually or as Trustee, and this Agreement shall not be offered or received in evidence or used in any proceeding against any Party, or used in any proceeding, or otherwise, for any purpose whatsoever except with respect to the effectuation and enforcement of this Agreement.

Section 16. Construction. This Termination Agreement has been negotiated by the Parties and their respective legal counsel and legal or equitable principles that might require the construction of this Termination Agreement or any of its provisions against the Party responsible for drafting this Termination Agreement will not apply in any construction or interpretation of this Termination Agreement.

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

MADISON AVENUE STRUCTURED FINANCE  
CDO I, LTD.

By: MetLife Investment Advisors Company, LLC  
its Collateral Manager, not in its individual capacity  
but solely as Collateral Manager

By: /s/ Jason Valentino  
Name: Jason Valentino  
Title: Director

MADISON AVENUE STRUCTURED FINANCE  
CDO I, CORP.

By: MetLife Investment Advisors Company, LLC  
its Collateral Manager, not in its individual capacity  
but solely as Collateral Manager

By: /s/ Jason Valentino  
Name: Jason Valentino  
Title: Director

U.S. BANK NATIONAL ASSOCIATION, not in  
its individual capacity but solely as Trustee for the  
Madison Avenue Structured Finance CDO I Ltd.  
and Madison Avenue Structured Finance CDO I,  
Corp.

By: /s/ Pamela J. Weider  
Name: Pamela J. Weider  
Title: Vice President

METLIFE INVESTMENT ADVISORS  
COMPANY, LLC as collateral manager, and not in  
its individual capacity

By: /s/ Jason Valentino  
Name: Jason Valentino  
Title: Director

LEHMAN BROTHERS FINANCIAL PRODUCTS  
INC.

By: /s/ Daniel Ehrmann

Name: Daniel Ehrmann

Title: Vice President