

LCDS AUCTION SETTLEMENT TERMS

For ~~Lear Corporation~~ Metro-Goldwyn-Mayer Inc. First Lien Loans

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by the International Swaps and Derivatives Association, Inc. and Markit North America, Inc.

The International Swaps and Derivatives Association, Inc. (“ISDA”) and Markit North America, Inc., the successor to CDS IndexCo LLC (the “**Index Publisher**”) have published these LCDS Auction Settlement Terms to enable parties to Covered Transactions to settle such Covered Transactions based upon a Final Price determined pursuant to the terms set forth below (an “**Auction**”).

- (1) On or before the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.
- (2) Any customer that wishes to submit a Customer Physical Settlement Request to a Participating Bidder must submit a valid Customer Physical Settlement Request Letter to the relevant Participating Bidder no later than 5:00 p.m. New York time on the Business Day prior to the Final Price Determination Date. Each Customer Physical Settlement Request submitted to a Participating Bidder must be, to the best of the relevant customer’s knowledge and belief, in the same direction as, and (when aggregated with all other Customer Physical Settlement Requests, if any, submitted by such customer to one or more other Participating Bidders) not in excess of, its Market Position. Each Participating Bidder must accept Customer Physical Settlement Requests from any customer with whom it has a trading relationship, provided that such Customer Physical Settlement Request is no larger than, and is in the same direction as, such customer’s Dealer-Specific Market Position with respect to that Participating Bidder and/or its affiliates (in aggregate). A Participating Bidder may, but is not required to, accept a Customer Physical Settlement Request larger than the relevant customer’s Dealer-Specific Market Position in respect of such Participating Bidder and/or its affiliates.
- (3) During the Initial Bidding Period, each Participating Bidder shall submit to the Administrators a Valid Inside Market Submission and may submit a Physical Settlement Request (which Physical Settlement Request will equal the aggregate of the relevant Participating Bidder’s Dealer Physical Settlement Request and all valid Customer Physical Settlement Requests, if any, that the relevant Participating Bidder receives and accepts from its customers pursuant to Section (2) above). Each Dealer Physical Settlement Request must be, to the best of the relevant Participating Bidder’s knowledge and belief, in the same direction as, and not in excess of, its Market Position.
- (4) If the Administrators receive at least ~~6~~7 Valid Inside Market Submissions, the Administrators will determine the “**Inside Market Midpoint**” as follows:
 - (a) The Administrators will sort the Inside Market Bids and Inside Market Offers in the Valid Inside Market Submissions separately, with the Inside Market Bids sorted in descending order and the Inside Market Offers sorted in ascending order. Each Inside Market Bid will then be matched with the corresponding Inside Market Offer (i.e., the highest Inside Market Bid being matched with the lowest Inside Market Offer, the second highest Inside Market Bid with the second lowest Inside Market Offer, etc.) (each such Inside Market Bid/Inside Market Offer pair constituting a “**Matched Market**”). For

purposes of sorting the Inside Market Bids and Inside Market Offers, where two Inside Market Bids are equal, the one submitted first to the Administrators will be considered to be the lower of the two, and where two Inside Market Offers are equal, the one submitted first to the Administrators will be considered to be the higher of the two.

- (b) The Administrators will then calculate the mean of the Inside Market Bids and Inside Market Offers included in the Best Half of the Matched Markets that are Non-Tradeable Markets. To identify the Best Half, the Administrators will sort all Non-Tradeable Markets in order of the spread between the Inside Market Bid and Inside Market Offer within each Matched Market, from smallest spread to largest. The Best Half of the Matched Markets are those in the first half of such list. In the event that the number of Non-Tradeable Markets is an odd number, the Administrators will round up the number of Matched Markets to include in the Best Half. The Administrators will then calculate the Inside Market Midpoint by finding the mean of all the Inside Market Bids and Inside Market Offers included in the Matched Markets that fall within the Best Half (with the results rounded to the nearest one-eighth of one percentage point).
- (c) The steps described in (a) and (b) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Sort Bids from highest to lowest and Offers from lowest to highest.

Contributed		Sorted		Tradeable Markets	Matched Markets
IM Bids	IM Offers	IM Bids	IM Offers		
39.500%	41.000%	45.000%	34.000%		
40.000%	42.000%	41.000%	39.500%		
41.000%	43.000%	41.000%	40.000%		
45.000%	47.000%	40.000%	41.000%		
32.000%	34.000%	39.500%	42.000%		
38.750%	40.000%	38.750%	42.750%		
38.000%	39.500%	38.000%	43.000%		
41.000%	42.750%	32.000%	47.000%		

Step 2 – Ignore all Tradeable Markets.

Step 3 – The Inside Market Midpoint is the mean of the Best Half of the remaining Matched Markets. If there is an odd number of remaining Matched Markets, round up to determine the number of Matched Markets in the Best Half.

Best Half	
IM Bids	IM Offers
40.000%	41.000%
39.500%	42.000%
38.750%	42.750%

Inside Market Midpoint = Average (40, 41, 39.5, 42, 38.75, 42.75) = 40.667%, rounded to the nearest one-eighth of one percentage point: 40.625%

- (5) For each Tradeable Market, one of the Participating Bidders whose Inside Market Bid or Inside Market Offer forms part of such Tradeable Market will make a payment to ISDA (the “**Adjustment Amount**”) on the third Business Day after the Final Price Determination Date, such payment to be calculated by the Administrators as follows:

- (a) The “**Adjustment Amount**” in respect of a Tradeable Market will be an amount equal to (i) the Inside Market Quotation Amount *multiplied by* (ii) either (A) if the Open Interest is an offer to sell Deliverable Obligations, the greater of (I) zero and (II) the Inside Market Bid forming part of such Tradeable Market *minus* the Inside Market Midpoint or (B) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (I) zero and (II) the Inside Market Midpoint *minus* the Inside Market Offer forming part of such Tradeable Market. Each Participating Bidder agrees that (1) if the Open Interest is an offer to sell Deliverable Obligations, the Participating Bidder whose Inside Market

Bid formed part of such Tradeable Market will pay the Adjustment Amount to ISDA and (2) if the Open Interest is a bid to purchase Deliverable Obligations, the Participating Bidder whose Inside Market Offer formed part of such Tradeable Market will pay the Adjustment Amount to ISDA. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated (including the Auction), or that ISDA will in the future coordinate, for purposes of settlement of Covered Transactions (as defined in the related LCDS Auction Settlement Terms). To the extent that ISDA determines at any time that the aggregate of all such payments received by ISDA (and not previously applied by ISDA to defray auction-related costs) up to and including such time exceeds the costs (including future costs as determined by ISDA) of such auctions, ISDA may in its sole discretion distribute any such excess among all entities that have previously acted as participating bidders in any prior auction proportionately, based upon participation as a participating bidder in such prior auctions. Payments of Adjustment Amounts will not be conducted or effected by, or through, any Administrator.

- (b) The steps described in (a) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Consider only Tradeable Markets.

Tradeable Markets	
IM Bids	IM Offers
45.000%	34.000%
41.000%	39.500%
41.000%	40.000%

Step 2 – Calculate the Adjustment Amount for each Tradeable Market by (i)(A) if the Open Interest is an offer to sell Deliverable Obligations, determining the greater of (I) zero and (II) the Inside Market Bid forming part of such Tradeable Market *minus* the Inside Market Midpoint or (B) if the Open Interest is a bid to purchase Deliverable Obligations, determining the greater of (I) zero and (II) the Inside Market Midpoint *minus* the Inside Market Offer forming part of such Tradeable Market and (ii) multiplying the resulting amount by the Inside Market Quotation Amount.

Example calculation of Adjustment Amount if the Open Interest is an offer to sell Deliverable Obligations:

IM Bids	IMM	Adjustment Amount (as a percentage of the Inside Market Quotation Amount)
45.000%	40.625%	4.375%
41.000%	40.625%	0.375%
41.000%	40.625%	0.375%

Example calculation of Adjustment Amount if the Open Interest is a bid to purchase Deliverable Obligations:

IMM	IM Offers	Adjustment Amount (as a percentage of the Inside Market Quotation Amount)
40.625%	34.000%	6.625%
40.625%	39.500%	1.125%
40.625%	40.000%	0.625%

- (6) If an Inside Market Midpoint has been determined pursuant to Section (4) above, the Administrators will match all Physical Settlement Requests with one another in order to determine the Open Interest.

- (a) If the sum of all Quotation Amounts stated in each Physical Settlement Sell Request is less than the sum of all Quotation Amounts stated in each Physical Settlement Buy Request, all Physical Settlement Sell Requests will be matched with Physical Settlement Buy Requests, subject to the Rounding Convention, or if the sum of all Quotation Amounts stated in each Physical Settlement Buy Request is less than the sum of all Quotation Amounts stated in each Physical Settlement Sell Request, all Physical Settlement Buy Requests will be matched with Physical Settlement Sell Requests, subject to the Rounding Convention (each such match, a “**Market Position Trade**”), and each such pair will form a trade at the Final Price as described in Section (9) below.
- (b) By ~~11~~10:30 a.m. New York time on the day on which the Initial Bidding Period has successfully concluded, the Administrators will publish the following information on their respective websites:
 - (i) the size and direction of the Open Interest;
 - (ii) the Inside Market Midpoint; and
 - (iii) the details of any Adjustment Amounts.

If, (A) for any reason, the Initial Bidding Period lasts longer, or occurs later, than the Originally Scheduled Initial Bidding Period or (B) as of the time on the relevant day the Administrators would otherwise publish the above information, (I) a Materiality Event has occurred or (II) an event has occurred or exists that is considered by any two or more Participating Bidders to be a Potential Materiality Event and it remains to be determined whether any Potential Materiality Event will result in a Materiality Event, the Administrators may delay the Subsequent Bidding Period and publish the above information on their respective websites at such time as they determine (in their sole and absolute discretion) in order to preserve the integrity of the Auction (or, in the case of clause (B)(I), shall refrain from publishing the above information).

- (7) Any Customer Limit Order Submission must be submitted to the relevant Participating Bidder at any time after the publication of the information set out above in accordance with Section (6)(b) above until the end of the Subsequent Bidding Period (determined for these purposes only, without regard to any extension that may be made by the Administrator). Each Customer Limit Order Submission submitted to a Participating Bidder must be in the opposite direction of the Open Interest and, to the best of the customer’s knowledge and belief, (when aggregated with all other Customer Limit Order Submissions, if any, submitted by such customer to one or more Participating Bidders) not in excess of the size of the Open Interest. The Participating Bidder may, but is not obliged to, take into account in its Limit Order Submissions any Customer Limit Order Submission submitted to it in accordance with this Section (7), provided that if a Participating Bidder, for any reason, decides not to accept a Customer Limit Order Submission from a customer, such Participating Bidder shall promptly notify such customer of its decision not to accept such customer’s Customer Limit Order Submission.
- (8) During the Subsequent Bidding Period, each Participating Bidder will submit its Limit Order Submissions. All Inside Market Bids (if the Open Interest is an offer to sell Deliverable Obligations) or Inside Market Offers (if the Open Interest is a bid to purchase Deliverable Obligations), as applicable, submitted during the Initial Bidding Period (regardless of whether or not they form part of a Tradeable Market) will, together with all Limit Bids (if the Open Interest is an offer to sell Deliverable Obligations) or Limit Offers (if the Open Interest is a bid to

purchase Deliverable Obligations), as applicable, be considered “**Unmatched Limit Orders**”, however any Inside Market Bid or Inside Market Offer, as applicable, that forms part of a Tradeable Market will be deemed to be equal to the Inside Market Midpoint for purposes of serving as an Unmatched Limit Order. The excess, if any, of (a) the aggregate Quotation Amount of a Participating Bidder’s Limit Order Submissions over (b) the portion of such aggregate Quotation Amount attributable to any Customer Limit Order Submissions received by such Participating Bidder that are taken into account in the Limit Order Submissions received by the Administrators from such Participating Bidder during the Subsequent Bidding Period must be, to the best of such Participating Bidder’s knowledge and belief, not in excess of the size of the Open Interest. If the Open Interest is an offer to sell Deliverable Obligations, then any Limit Bid that would otherwise be at a price above the Inside Market Midpoint plus the Cap Amount shall be deemed to be at a price equal to the Inside Market Midpoint plus the Cap Amount. If the Open Interest is a bid to purchase Deliverable Obligations, then any Limit Offer that would otherwise be at a price below the Inside Market Midpoint minus the Cap Amount shall be deemed to be at a price equal to the Inside Market Midpoint minus the Cap Amount.

(9) The Administrators will then match the Open Interest against the corresponding Unmatched Limit Orders.

(a) If the Open Interest is a bid to purchase Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Offers. If the Open Interest is an offer to sell Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Bids.

(b) The Open Interest will be matched against each applicable Unmatched Limit Order, beginning with the Unmatched Limit Order that is the lowest Offer or the highest Bid, as the case may be, and moving to the next remaining lowest (in the case of Offers) or next remaining highest (in the case of Bids) until:

(i) the full amount of the Open Interest has been matched against Unmatched Limit Orders totaling the same size as the Open Interest; or

(ii) all of the Unmatched Limit Orders of the relevant direction (i.e., Offers, if the Open Interest is a bid to purchase Deliverable Obligations or Bids, if the Open Interest is an offer to sell Deliverable Obligations) have been matched to the Open Interest.

Each Unmatched Limit Order that is matched to the Open Interest under Section (9)(b)(i) or (ii) above is a “**Matched Limit Order**”, and each such match between a Matched Limit Order and a Physical Settlement Request is a “**Matched Limit Order Trade**”. If, in the case of Section (9)(b)(i) above, there are multiple Unmatched Limit Orders stating the same price and each could be the final Unmatched Limit Order to be matched to the Open Interest, then such final Unmatched Limit Orders will be filled Pro Rata against the remaining Open Interest, subject to the Rounding Convention.

(c) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section (9)(b)(i) above, the Final Price will be the price associated with the Matched Limit Order that is the highest Offer or the lowest Bid, as the case may be, provided that (A) if the Open Interest is an offer to sell Deliverable Obligations and the price associated with the lowest Matched Limit Order exceeds the Inside Market Midpoint by more than the Cap Amount, then the Final Price will be the Inside Market

Midpoint plus the Cap Amount and (B) if the Open Interest is a bid to purchase Deliverable Obligations and the Inside Market Midpoint exceeds the price associated with the highest Matched Limit Order by more than the Cap Amount, then the Final Price will be the Inside Market Midpoint minus the Cap Amount. If the Open Interest is zero, the Final Price will be the Inside Market Midpoint.

- (d) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section (9)(b)(ii) above, the Final Price shall be (A) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) 100% and (ii) the highest Limit Offer or Inside Market Offer received or (B) if the Open Interest is an offer to sell Deliverable Obligations, zero. In such case, notwithstanding Sections (6)(a) or (9)(b) above, all Physical Settlement Requests of the same direction as the Open Interest (e.g., bids to purchase or offers to sell) will be matched Pro Rata, subject to the Rounding Convention, against the Limit Order Submissions and Physical Settlement Requests on the opposite side of the market to form Market Position Trades or Matched Limit Order Trades, as applicable.
- (e) In all cases, if the Final Price determined pursuant to these LCDS Auction Settlement Terms is greater than 100%, then for the purposes of settling the Covered Transactions only, the Final Price shall be deemed to be 100%.
- (f) Each Participating Bidder whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of either a Market Position Trade or a Matched Limit Order Trade will be deemed to have entered into a bilateral agreement on terms equivalent to the Representative Auction-Settled Transaction for which (i) the Floating Rate Payer Calculation Amount is equal to the Quotation Amount in respect of the relevant Market Position Trade or Matched Limit Order Trade, as the case may be, and (ii) (A) the Seller is the Participating Bidder whose Physical Settlement Buy Request forms part of such Market Position Trade or whose Physical Settlement Buy Request, Limit Bid or Inside Market Bid, as the case may be, forms part of such Matched Limit Order Trade and (B) the Buyer is the Participating Bidder whose Physical Settlement Sell Request forms part of such Market Position Trade or whose Physical Settlement Sell Request, Limit Offer or Inside Market Offer, as the case may be, forms part of such Matched Limit Order Trade; provided that, (i) in the case of the Matched Limit Order Trades containing the highest Offer or the lowest Bid, as the case may be, the Quotation Amount will, if necessary, be reduced to reflect the size of the remaining Open Interest, and (ii) in the event that there are multiple Matched Limit Orders stating the highest Offer or lowest Bid, as the case may be, then such Matched Limit Orders will be filled Pro Rata against the remaining Open Interest, subject to the Rounding Convention. Participating Bidders whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of a Market Position Trade or Matched Limit Order Trade will be matched with one another by the Administrators in their sole and absolute discretion and to the extent reasonably practicable so as to minimize the number of Representative Auction-Settled Transactions to be entered into and further to minimize the number of Representative Auction-Settled Transactions for which the Floating Rate Payer Calculation Amount will be smaller than US\$2,000,000 or which is not an integral multiple of US\$1,000,000 thereabove; provided that, prior to such matching, the Quotation Amounts in respect of Matched Limit Orders or Physical Settlement Requests, as the case may be, submitted by the same Participating Bidder will be matched with each other, to the extent possible. Transactions entered into by and between Participating Bidders pursuant to Market Position Trades or Matched Limit Order Trades will not be conducted or effected by, or through, any Administrator.

- (10) A Delayed Auction Date or a Materiality Event Delayed Auction Date may occur under the following circumstances:
- (a) If at any time before the determination of the Final Price, an event occurs or exists (i) prior to the commencement of an Initial Bidding Period or (ii) prior to the commencement of the related Subsequent Bidding Period, that is considered by any two or more Participating Bidders to be a Potential Materiality Event, then such Participating Bidders shall have a right to require the Administrators to call a vote of the Auction Settlement Committee to determine whether such event is a Materiality Event, which vote will take place in the case of (i) above, before the end of such Initial Bidding Period or, in the case of (ii) above, before the end of such Subsequent Bidding Period. If a simple majority of the Auction Settlement Committee votes that such event is a Materiality Event, then such Initial Bidding Period and, if applicable, such Subsequent Bidding Period will be deemed to have been cancelled, annulled or postponed, as applicable, and the entire process contemplated by these LCDS Auction Settlement Terms shall recommence on the next Business Day, unless prior to ~~10~~9:45 a.m. New York time on such next Business Day, at a vote of the Auction Settlement Committee held by the Administrators, a majority of the Auction Settlement Committee votes that the news of the Materiality Event has not yet been sufficiently widely disseminated or another Materiality Event has occurred or exists, in which case the entire process contemplated by these LCDS Auction Settlement Terms shall recommence on the following Business Day (*i.e.*, the second Business Day after the later of the original vote establishing the occurrence of a Materiality Event and the Auction Date) and, if (and to the extent) necessary, on each following Business Day thereafter, but in no event later than the fifth Business Day after the Auction Date (any such date on which a new Initial Bidding Period actually occurs following a particular Materiality Event, a “**Materiality Event Delayed Auction Date**”). The Administrators will publish the results of any vote of the Auction Settlement Committee with respect to the declaration of a Materiality Event on their respective websites.
 - (b) If the process described above does not result in a Final Price for any reason, in the absence of the declaration of a Materiality Event, the relevant steps will be repeated on the Auction Date with (i) the Initial Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, and (ii) the Subsequent Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the Originally Scheduled Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable. If a Final Price cannot be determined on any such subsequent attempts on the Auction Date itself, in the absence of the declaration of a Materiality Event, up to three attempts will be made according to the same schedule on the Business Day following the Auction Date (such date, a “**Delayed Auction Date**”).
 - (c) In the case where a Materiality Event has been declared, if the process described above does not result in a Final Price on the related Materiality Event Delayed Auction Date for any reason, in the absence of the declaration of another Materiality Event, the relevant steps will be repeated on such Materiality Event Delayed Auction Date with (i) the Initial Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, and (ii) the Subsequent Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the Originally Scheduled

Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable, on such Materiality Event Delayed Auction Date. If a Final Price cannot be determined on any such subsequent attempts on such Materiality Event Delayed Auction Date itself, in the absence of the declaration of another Materiality Event, up to three attempts will be made according to the same schedule on the Business Day following such Materiality Event Delayed Auction Date.

- (d) If, after the earlier of (i) the additional attempts described in Sections (10)(b) and (c) above, and (ii) the fifth Business Day following the Auction Date, a Final Price has not been determined, an “**Auction Cancellation Event**” will be deemed to have occurred (the date of such an event, an “**Auction Cancellation Date**”). The Administrators will announce the occurrence of an Auction Cancellation Event on their respective websites.
- (11) By 3:00 p.m. New York time on the Final Price Determination Date, the Administrators will publish the following information on their respective websites:
- (a) the Final Price;
 - (b) the names of the Participating Bidders who submitted Bids, Offers and Physical Settlement Requests, together with the details of all such Bids, Offers and Physical Settlement Requests submitted by each (e.g., Participating Bidders and Quotation Amounts); and
 - (c) the details and size of all Market Position Trades or Matched Limit Order Trades.

If, for any reason, the Subsequent Bidding Period lasts longer, or occurs later, than the Originally Scheduled Subsequent Bidding Period, the Administrators may publish the above information on their respective websites at such time as they determine (in their sole and absolute discretion) in order to preserve the integrity of the Auction. If, as of the end of such Subsequent Bidding Period, it has been determined that the entire process contemplated by these LCDS Auction Settlement Terms must be repeated pursuant to Section (10) above, the Administrators will not publish on their respective websites the above information with respect to such Subsequent Bidding Period.

- (12) The following rules will apply to Physical Settlement Requests and Limit Order Submissions submitted by any Participating Bidder:
- (a) Any Inside Market Bid, Inside Market Offer or Limit Order Submission may not be amended either by the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period or Subsequent Bidding Period, as applicable, even if such Submission is a mistake, and all Participating Bidders will be required to comply with the terms of any Matched Limit Order Trade of which such Inside Market Bid, Inside Market Offer or Limit Order Submission forms a part.
 - (b) If a Participating Bidder submits a Physical Settlement Request that is in the same direction as, but less than or equal to, such Participating Bidder’s Market Position, such Physical Settlement Request may not be amended by either the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period, even if such Submission is a mistake, and all Participating Bidders will be required to comply with the terms of any Market Position Trade or Matched Limit Order Trade of which such Physical Settlement Request forms a part.

- (c) If a Participating Bidder becomes aware that the Physical Settlement Request it has submitted is in the opposite direction from, or is greater than, its Market Position, such Participating Bidder will immediately notify the Administrators and will submit its corrected Physical Settlement Request.
 - (d) If the Administrators become aware of such corrected Physical Settlement Request at least thirty minutes prior to the beginning of the Subsequent Bidding Period (the “**Correction Deadline**”), the Administrators will determine the Open Interest based on the corrected Submission at least fifteen minutes prior to the beginning of the Subsequent Bidding Period. If the Administrators do not become aware of such corrected Physical Settlement Request until after the Correction Deadline, the Administrators will not recalculate the Open Interest or the Final Price, and all Covered Transactions will settle according to the Final Price published by the Administrators.
 - (e) All Bids and Offers, as well as the Final Price, will be expressed as a percentage of the outstanding principal balance or, in the case of a lending commitment, the total lending commitment (rather than the face amount or funded commitment amount) of Deliverable Obligations.
- (13) Each Auction Party agrees that:
- (a) No Participating Bidder will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising as a result of the publication of a Final Price (or any other result of the procedures contemplated by these LCDS Auction Settlement Terms), and agrees to waive any claim that may arise against any Participating Bidder, in each case except in the case of fraud or willful misconduct on the part of such Participating Bidder.
 - (b) None of ISDA, its advisers, any Administrator or any Participating Bidder will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising in connection with the inclusion or exclusion of any obligation of ~~Lear Corporation~~ Metro-Goldwyn-Mayer Inc. in or from the list of Deliverable Obligations referenced in the definition thereof in Section (17) below or the definition of Representative Auction-Settled Transaction and, without limiting any otherwise applicable waivers, each Auction Party agrees to waive any claim that may arise against any such party in connection with the development of such list of Deliverable Obligations or such definition of Representative Auction-Settled Transaction, except in the case of fraud or willful misconduct on the part of such party.
- (14) Each Auction Party that is not a Participating Bidder agrees that neither Administrator will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising in connection with the performance of the relevant Administrator’s duties under these LCDS Auction Settlement Terms, and agrees to waive any claim that may arise against either Administrator in connection with the performance of the relevant Administrator’s duties under these LCDS Auction Settlement Terms, except in the case of fraud or willful misconduct on the part of such Administrator.
- (15) Notwithstanding any provision to the contrary governing any Covered Transaction, the terms of Schedule 1 hereto shall apply to all Covered Transactions.

(16) Each Participating Bidder and each customer that submits either (a) a Customer Physical Settlement Request or (b) a Customer Limit Order Submission that is, in each case, accepted by such Participating Bidder agrees that any such Customer Physical Settlement Request and any such Customer Limit Order Submission will be treated by such customer and Participating Bidder as if such customer and Participating Bidder had entered into a bilateral agreement on terms equivalent to the Representative Auction-Settled Transaction (i) which shall be deemed to be governed by a master agreement and any credit support arrangements executed or otherwise in place between the customer and the Participating Bidder or if no such master agreement has been executed or is otherwise in place, by a deemed master agreement (including any credit support arrangements) between the Participating Bidder and the customer on substantially the same terms as the master agreement and credit support arrangements in place between the customer and the affiliate of the Participating Bidder that is such customer's normal trading counterparty, (ii) for which the Floating Rate Payer Calculation Amount is equal to the Quotation Amount in respect of the relevant Customer Physical Settlement Request or Customer Limit Order Submission, as the case may be, and (iii) for which (A) the customer will be the Seller if the relevant Customer Physical Settlement Request is a Physical Settlement Buy Request or if the relevant Customer Limit Order Submission is a Limit Bid and (B) the customer will be the Buyer if the relevant Customer Physical Settlement Request is a Physical Settlement Sell Request or if the relevant Customer Limit Order Submission is a Limit Offer; provided that, (I) in the case of a Customer Limit Order Submission, one or more related Limit Order Submissions of the Participating Bidder are matched in order to form a Matched Limit Order Trade and (II) in the event that the Physical Settlement Request or one or more Limit Order Submissions, as applicable, of the Participating Bidder are matched in order to form a Matched Limit Order Trade that contains the highest Offer or the lowest Bid, as the case may be, the Quotation Amount of the Customer Physical Settlement Request or Customer Limit Order Submission, as applicable, will, if necessary, be reduced to reflect the size of the remaining Open Interest. Transactions entered into by and between customers and Participating Bidders in respect of Market Position Trades or Matched Limit Order Trades will not be conducted or effected by, or through, any Administrator.

(17) References in these LCDS Auction Settlement Terms to the following terms have the meaning indicated below:

"Adjustment Amount" has the meaning set forth in Section (5)(a).

"Administrators" means both Markit Group Limited and Creditex Securities Corp., acting together.

"Auction Cancellation Date" has the meaning set forth in Section (10)(d).

"Auction Cancellation Event" has the meaning set forth in Section (10)(d).

"Auction Date" means ~~July 21,~~ November 10, 2009.

"Auction-Linked Cash Settled Transaction" means, in respect of a Participating Bidder or a customer, any LCDS Transaction or LCDX Untranchured Transaction (in each case, other than a Covered Transaction) all or any portion of which is linked to the Reference Entity and Designated Priority, to which such Participating Bidder or customer, as the case may be, or its affiliate is a party and which will be cash-settled (by bilateral agreement between the parties thereto) at the Final Price determined pursuant to these LCDS Auction Settlement Terms.

“Auction Party” means any Participating Bidder, party to a Covered Transaction, party to an Auction-Linked Cash Settled Transaction or customer whose Customer Physical Settlement Request or Customer Limit Order Submission is taken into account in a Participating Bidder’s Physical Settlement Request or Limit Order Submission.

“Auction Settlement Committee” means the entities that are Participating Bidders.

“Best Half” means the group of Matched Markets determined pursuant to Section (4)(b).

“Bid” means an Inside Market Bid or a Limit Bid.

“Bidding Agreement Letter” means a letter agreement, substantially in the form of Exhibit 1 to these LCDS Auction Settlement Terms, executed and delivered to the Administrators, the Index Publisher and ISDA no later than 5:00 p.m. New York time on the Cut-off Date.

“Business Day” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in New York and London.

“Cap Amount” means 1.00%.

“Common Event Determination Date” means ~~July 2,~~ October 20, 2009.

“Correction Deadline” has the meaning set forth in Section (12)(d).

“Covered Transaction” means each LCDS Covered Transaction, each LCDX Covered Untranching Transaction and each LCDS Covered Tranche Transaction.

“Credit Definitions” means the 2003 ISDA Credit Derivatives Definitions as supplemented by the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions, each as published by ISDA.

“Crossing Market” means any Matched Market for which the Inside Market Bid is higher than the Inside Market Offer.

“Customer Limit Order Submission” means a Limit Bid or a Limit Offer (expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 35.375%), but not less than 0.00%) and for which a Quotation Amount is stated) submitted by a customer of a Participating Bidder to such Participating Bidder.

“Customer Physical Settlement Request” means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a customer of a Participating Bidder to such Participating Bidder and taken into account by such Participating Bidder in the Physical Settlement Request received by the Administrators from such Participating Bidder during the Initial Bidding Period.

“Customer Physical Settlement Request Letter” means a letter agreement, substantially in the form of Exhibit 3 to these LCDS Auction Settlement Terms, executed and delivered to the relevant Participating Bidder no later than 5:00 p.m. New York time on the Business Day prior to the Final Price Determination Date.

“Cut-off Date” means ~~July 17,~~ November 6, 2009.

“Dealer Physical Settlement Request” means a Physical Settlement Buy Request or a Physical Settlement Sell Request taking into account the Market Position of it and its affiliates only, submitted by a Participating Bidder and received by the Administrators during the Initial Bidding Period.

“Dealer-Specific Market Position” means, with respect to a customer and a Participating Bidder, such customer’s Market Position with respect to its Covered Transactions (excluding those Covered Transactions for which the Event Determination Date is the Final Price Determination Date) and Auction-Linked Cash Settled Transactions only with such Participating Bidder and/or its affiliates (in aggregate), calculated by such customer in good faith.

“Default Date” means ~~July 1,~~October 5, 2009.

“Delayed Auction Date” has the meaning set forth in Section (10)(b).

“Deliverable Obligation” means any of the following Loans that is an obligation of ~~Lear Corporation (either directly or as guarantor) if the party making delivery of such Loan is not subject to the Lear Lock-up Agreement with respect to delivery of the Loan being delivered, it being understood that a party may, in certain cases and in accordance with the Lear Lock-up Agreement, be subject to the Lear Lock-up Agreement with respect to delivery of certain Loans or while acting in certain capacities and not subject to the Lear Lock-up Agreement with respect to delivery of other Loans or while acting in other capacities.~~Metro-Goldwyn-Mayer Inc.:

	Initial Amount	Maturity	Initial Spread	MLID
<u>Revolving Loans facility</u>	<u>\$250 mm</u>	<u>April 8, 2010</u>		<u>ML0002062</u>
<u>Tranche B Term Loan</u>	\$1,000 <u>2,679.8</u> mm	April 25, <u>8,</u> 2012	LIBOR + 250 BP s	ML 1001546 <u>000</u> <u>2064</u>
Tranche A U.S. Revolving Credit Facility (whether with or without the MultiB-Currency Subfacility and/or the Canadian Subfacility) <u>1</u> <u>Term Loan</u>	\$821.7 <u>1,100</u> mm	January 31, <u>April 8,</u> 2012	LIBOR + 200 BP s	ML 1001384 <u>000</u> <u>2065</u>
Tranche B U.S. Revolving Credit Facility	\$467.5 mm	March 23, 2010	LIBOR + 175 BP	ML1001385

“Designated Priority” has the meaning set forth in the definition of LCDS Covered Tranche Transaction.

“Final Price” means the price determined to be the Final Price pursuant to Section (9)(c) or (d).

“Final Price Determination Date” means the day the Final Price is determined.

“Initial Bidding Period” means any time between ~~10~~9:45 a.m. and ~~11~~10:00 a.m. New York time on the Auction Date (the **“Originally Scheduled Initial Bidding Period”**) or such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that such modified period is required to preserve the integrity of the Auction (the **“Modified First Attempt Initial Bidding Period”**) or, if the process described in Sections (3) and (4)(a) and (4)(b) must be repeated pursuant to Section (10), the fifteen minute period occurring two or four hours, as the case may be, after the Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, on the Auction Date, or at such times on a subsequent Business Day as required under Section (10) of these LCDS Auction Settlement Terms (or at such other times as the Administrators, in their sole and absolute discretion, determine is necessary to implement the procedures described in these LCDS Auction Settlement Terms), until the earlier of the Final Price Determination Date or the occurrence of an Auction Cancellation Event.

“Inside Market Bid” means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Inside Market Quotation Amount and at the Reference Price stated in the Valid Inside Market Submission.

“Inside Market Midpoint” means the price determined to be the Inside Market Midpoint pursuant to Section (4).

“Inside Market Offer” means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Buyer (i.e., the party that would deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Inside Market Quotation Amount and at the Reference Price stated in the Valid Inside Market Submission.

“Inside Market Quotation Amount” means US\$2,000,000.

“LCDS Covered Tranche Transaction” means each LCDS Transaction (i) the documentation for which is based on any LCDX Tranche Transactions Standard Terms Supplement published by ISDA and the Index Publisher or any predecessor draft thereof (the **“LCDX Tranche Terms”**) and that requires that such LCDS Transaction be settled by reference to any Final Price determined pursuant to these LCDS Auction Settlement Terms, (ii) referencing (with respect to part of such transaction) the entity and priority of loan for which an auction is to be conducted pursuant to these LCDS Auction Settlement Terms (such entity, the **“Reference Entity”** and such priority, the **“Designated Priority”**), (iii) for which an Event Determination Date relating to the Reference Entity and Designated Priority occurs under the documentation governing the relevant LCDS Transaction on or prior to the Final Price Determination Date, (iv) the Scheduled Termination Date for which is on or after, and the Effective Date for which is on or prior to, the Default Date and (v) the portion of which attributable to the Reference Entity and Designated Priority is still outstanding as of the Final Price Determination Date.

“LCDS Covered Transaction” means each LCDS Transaction (i) the documentation for which is based on the LCDS Standard Terms or any predecessor to such LCDS Standard Terms that requires that such LCDS Transaction be settled by reference to any Final Price determined pursuant to these LCDS Auction Settlement Terms, (ii) referencing (with respect to at least part of such transaction) the Reference Entity and Designated Priority, (iii) for which an Event Determination Date relating to the Reference Entity and Designated Priority occurs under the documentation governing the relevant LCDS Transaction on or prior to the Final Price Determination Date, (iv) the Scheduled Termination Date for which is on or after, and the Effective Date for which is on or prior to, the Default Date and (v) the portion of which attributable to the Reference Entity and Designated Priority is still outstanding as of the Final Price Determination Date.

“LCDS Dealer” means any entity that is a Specified Dealer as defined in the LCDS Standard Terms.

“LCDS Physical Settlement Terms” means the Syndicated Secured Loan Credit Default Swap Physical Settlement Rider, as published by The Loan Syndications and Trading Association, Inc. (the “LSTA”) most recently prior to the Auction Date.

“LCDS Standard Terms” means the version of the Syndicated Secured Loan Credit Default Swap Standard Terms Supplement published by ISDA most recently prior to the Auction Date.

“LCDS Transaction” means a Credit Derivative Transaction (as defined in the Credit Definitions) in respect of which “Loan” is specified as the only Deliverable Obligation Category.

“LCDX Covered Untranching Transaction” means each LCDX Untranching Transaction (i) referencing (with respect to at least part of such transaction) the Reference Entity and Designated Priority, (ii) for which an Event Determination Date relating to the Reference Entity and Designated Priority occurs under the documentation governing the relevant LCDX Untranching Transaction on or prior to the Final Price Determination Date, (iii) the Scheduled Termination Date for which is on or after, and the Effective Date for which is on or prior to, the Default Date and (iv) the portion of which attributable to the Reference Entity and Designated Priority is still outstanding as of the Final Price Determination Date.

“LCDX Untranching Transaction” means a Credit Derivative Transaction (as defined in the Credit Definitions) (i) the documentation for which is based on an LCDX Untranching Transactions Standard Terms Supplement published by ISDA and the Index Publisher and (ii) referencing an LCDX index published by the Index Publisher.

~~**“Lear Lock-up Agreement”** means an agreement substantially in the form of the Letter Agreement dated July 6, 2009 between Lear Corporation and certain “Participating Lenders”, filed with the U.S. Securities and Exchange Commission as Exhibit 10.3 to the Form 8-K for Lear Corporation dated July 7, 2009, a copy of which is available at <http://www.sec.gov/Archives/edgar/data/842162/000095012309020359/k48066exv10w3.htm>.~~

“Limit Bid” means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in such Limit Order Submission and at the Reference Price stated in such Limit Order Submission.

“Limit Offer” means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Buyer (i.e., the party that would deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in such Limit Order Submission and at the Reference Price stated in such Limit Order Submission.

“Limit Order Submission” means a submission from a Participating Bidder (which may take into account any Customer Limit Order Submissions) received by the Administrators during the Subsequent Bidding Period of a Limit Bid and/or a Limit Offer expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 35.375%), but not less than 0.00%) and for which a Quotation Amount is stated.

“Market Position” means, in respect of a customer or a Participating Bidder, the aggregate amount of Deliverable Obligations the relevant Participating Bidder or customer, as applicable, would have to buy or sell in order to obtain an identical risk profile with respect to both (i) all Covered Transactions (excluding those Covered Transactions for which the Event Determination Date is the Final Price Determination Date) to which it or any of its affiliates is a party and (ii) all Auction-Linked Cash Settled Transactions, after settlement under these LCDS Auction Settlement Terms compared to its risk profile before settlement under these LCDS Auction Settlement Terms, such risk profile to be determined without regard to whether the original transactions were documented as cash settled or physically settled transactions.

“Market Position Trade” has the meaning set forth in Section (6)(a).

“Matched Limit Order” has the meaning set forth in Section (9)(b).

“Matched Limit Order Trade” has the meaning set forth in Section (9)(b).

“Matched Market” has the meaning set forth in Section (4)(a).

“Materiality Event” means a Potential Materiality Event that has been determined to be a Materiality Event pursuant to Section (10)(a) of these LCDS Auction Settlement Terms.

“Materiality Event Delayed Auction Date” has the meaning set forth in Section (10)(a).

“MGM Forbearance Agreement” means the agreement, scheduled to expire on December 15, 2009, between Metro-Goldwyn-Mayer Inc. and certain lenders under the Deliverable Obligations, relating to, among other matters, forbearance with respect to interest payments that would otherwise be payable by Metro-Goldwyn-Mayer Inc. on September 30, 2009, October 31, 2009 and November 30, 2009.

“Non-Tradeable Market” means any Matched Market that is not a Tradeable Market.

“Notice of Physical Settlement Date” means the later to occur of (i) the thirtieth calendar day after the Common Event Determination Date (as adjusted in accordance with the Following Business Day Convention (as defined in the Credit Definitions)) and (ii) the second Business Day after the Final Price Determination Date.

“Offer” means any Limit Offer or any Inside Market Offer.

“Open Interest” means the difference between (i) the sum of all Quotation Amounts stated in each Physical Settlement Buy Request and (ii) the sum of all Quotation Amounts stated in each Physical Settlement Sell Request.

“Participating Bidder” means any institution that submits a valid Bidding Agreement Letter no later than 5:00 p.m. New York time on the Cut-off Date.

“Physical Settlement Buy Request” means a firm commitment by a Participating Bidder (which shall take into account any valid Customer Physical Settlement Requests), received by the Administrators during the Initial Bidding Period, to enter, as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in the Submission.

“Physical Settlement Request” means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a Participating Bidder and received by the Administrators during the Initial Bidding Period.

“Physical Settlement Sell Request” means a firm commitment by a Participating Bidder (which shall take into account any valid Customer Physical Settlement Requests), received by the Administrators during the Initial Bidding Period, to enter, as Buyer (i.e., the party that would deliver Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in the Submission.

“Potential Materiality Event” means an event or news the occurrence of which has or could have a significant effect on the Final Price.

“Pro Rata” means that Participating Bidders’ orders are matched proportionally with respect to the Quotation Amount of each such order and the total amount of orders that can be matched in the relevant part of the Auction.

“Quotation Amount” means the US\$ amount stated as the notional amount with respect to a particular Limit Bid, Limit Offer, Inside Market Bid, Inside Market Offer or Physical Settlement Request in a Participating Bidder’s Submission, which amount will be (i) for any Limit Bid or Limit Offer, US\$2,000,000 or an integral multiple of US\$1,000,000 above such amount, (ii) for any Inside Market Bid or Inside Market Offer, equal to the Inside Market Quotation Amount and (iii) for any Physical Settlement Request, US\$2,000,000 or an integral multiple of US\$1,000,000 above such amount.

“Reference Entity” has the meaning set forth in the definition of LCDS Covered Tranche Transaction.

“Representative Auction-Settled Transaction” means a Credit Derivative Transaction (as defined in the Credit Definitions) (i) incorporating the definitions and provisions contained in the Credit Definitions and the LCDS Standard Terms, (ii) which shall supplement, form a part of, and be subject to, the master agreement (including any credit support arrangements) in place between the parties thereto (and if no such master agreement is in place between the parties, an agreement in the form of the ISDA 2002 Master Agreement as if the parties had executed an agreement in such form (but without any Schedule except for the election of the laws of the State of New York as the governing law and USD as the Termination Currency on the Auction Date) and for which:

- (a) the reference entity to which the Credit Derivative Transaction relates is the Reference Entity;
- (b) the designated priority of loans to which the Credit Derivative Transaction relates is the Designated Priority;
- (c) the Settlement Method is Physical Settlement, as modified by the LCDS Standard Terms, using the LCDS Physical Settlement Terms as defined herein;
- (d) the Event Determination Date is the Common Event Determination Date;
- (e) a Credit Event Notice and Notice of Publicly Available Information are deemed to have been effectively delivered on a timely basis;
- (f) all Fixed Amounts are deemed to have been paid when due;
- (g) the only Deliverable Obligations applicable are the obligations specified as Deliverable Obligations in these LCDS Auction Settlement Terms;
- (h) the Reference Price is the Final Price determined pursuant to these LCDS Auction Settlement Terms;
- (i) the Calculation Agent is (i) if both parties to the Representative Auction-Settled Transaction are Participating Bidders, the Seller under such Representative Auction-Settled Transaction and (ii) if only one party to the Representative Auction-Settled Transaction is a Participating Bidder, such Participating Bidder;
- (j) notwithstanding anything to the contrary in the LCDS Standard Terms, the Credit Definitions or the LCDS Physical Settlement Terms (i) the outstanding principal balance (construed as defined in the LCDS Standard Terms) of any Deliverable Obligation shall be determined as of the Final Price Determination Date and any subsequent reductions in such outstanding principal balance attributable to Permanent Reductions (as defined in the LSTA Confirmation (as defined in the LCDS Physical Settlement Terms)) will not allow Buyer to Deliver additional Deliverable Obligations ~~and (ii); (ii) subject to clause (iii) below, Buyer shall be entitled to deliver to Seller a Deliverable Obligation that would cause Seller to become subject to the terms of the MGM Forbearance Agreement, and Buyer shall not be in breach of the terms of the Representative Auction-Settled Transaction by virtue of Seller becoming subject to the MGM Forbearance Agreement; (iii) if Buyer delivers Loan Settlement Documents (as defined in the LCDS Physical Settlement Terms) to Seller pursuant to Section 1(b) of the LCDS Physical Settlement Terms in order to effect delivery of any Deliverable Obligation by Assignment (as defined in the LCDS Physical Settlement Terms), Seller may elect, by notice to Buyer on or before the third Business Day after the Proposed Assignment Settlement Date (as defined in the LCDS Physical Settlement Terms), to require Buyer instead to deliver such Deliverable Obligation by Participation (as defined in the LCDS Physical Settlement Terms), and, if Seller has effectively delivered to Buyer a notice of such election, the requirements of Section 1(b) shall not apply to the delivery of such Deliverable Obligation and, without limiting Seller's right to deliver a Cash Election Notice (as defined in the LCDS Physical Settlement Terms), Buyer shall deliver such Deliverable Obligation to Seller by Participation pursuant to Section 1(d) of the LCDS Physical Settlement~~

Terms, which shall apply as if Buyer determined a necessary Third Party Requirement (as defined in the LCDS Physical Settlement Terms) or a waiver thereof were not obtainable within the time period specified in Section 1(d)(i)(A) of the LCDS Physical Settlement Terms; and (iv) the “Loan Trade Date” (as defined in the LCDS Physical Settlement Terms) with respect to a Representative Auction-Settled Transaction shall be deemed to be the Final Price Determination Date; provided that the Loan Trade Date shall be deemed to be the relevant NOPS Fixing Date for purposes of Section 1(g) of the LCDS Physical Settlement Terms and Section 6 of the Standard Terms (as defined in the LCDS Physical Settlement Terms); and

(k) the following amendments are made to the Credit Definitions for purposes of the Representative Auction-Settled Transaction:

(i) Section 3.4 of the Credit Definitions is deleted and the following is inserted in its place:

“‘Notice of Physical Settlement’ means a notice from Buyer to Seller (which may be by telephone and which shall be subject to the requirements regarding notices set forth in Section 1.10) that (i) irrevocably confirms that Buyer will settle the Credit Derivative Transaction and require performance in accordance with Physical Settlement as the Settlement Method and (ii) contains a detailed description of the Deliverable Obligations that Buyer will, subject to Section 9.2(c)(ii), Deliver to Seller, including the outstanding principal balance of each such Deliverable Obligation to be Delivered and the information described in the form of Notice of Physical Settlement attached as Exhibit 2 to these LCDS Auction Settlement Terms, or such other information as is customarily used in the loan or loan credit default swap market to identify particular loans. Buyer may notify Seller (in the manner given as aforesaid) that Buyer is changing one or more Deliverable Obligations to be Delivered (to the extent such Deliverable Obligation has not previously been Delivered) or the detailed description thereof, but each such notice must be effective at or prior to 11:00 a.m. New York time on the third Business Day after the satisfaction of all of the Conditions to Settlement with respect to such Credit Derivative Transaction (determined without reference to any such change) (such day, the “**NOPS Fixing Date**”). Notwithstanding the foregoing, Buyer may correct any errors or inconsistencies in the detailed description of the Deliverable Obligations by notice to Seller (given as aforesaid) prior to the relevant Delivery Date.

If Buyer fails to deliver an effective Notice of Physical Settlement on or before the Notice of Physical Settlement Date, Buyer will have no right thereafter to deliver a Notice of Physical Settlement. If Buyer has not delivered an effective Notice of Physical Settlement, Seller will have the right, from and including the Notice of Physical Settlement Date to and including the fifteenth calendar day after the Notice of Physical Settlement Date, to deliver a notice to Buyer, which notice shall contain a detailed description of the Deliverable Obligations that Buyer will be required to Deliver to Seller, including the outstanding principal balance of each such Deliverable Obligation (the aggregate of such outstanding principal balances (or the equivalent Currency Amount) shall be equal to or less than the Floating Rate Payer Calculation Amount).

If Buyer delivers an effective Notice of Physical Settlement on or before the Notice of Physical Settlement Date but such Notice of Physical Settlement effective as of the NOPS Fixing Date specifies Deliverable Obligations with an aggregate outstanding principal balance (or the equivalent Currency Amount) less than the Floating Rate Payer Calculation Amount, Seller will have the right, from but excluding the NOPS Fixing Date to and including the fifteenth calendar day after the Notice of Physical Settlement Date, to deliver a notice to Buyer, which notice shall contain a detailed description of the additional Deliverable Obligations that Buyer will be required to Deliver to Seller, including the outstanding principal balance of each such Deliverable Obligation; provided that the aggregate specified outstanding principal balance (or the equivalent Currency Amount) shall be equal to or less than the amount by which the Floating Rate Payer Calculation Amount exceeds the aggregate outstanding principal balance (or the equivalent Currency Amount) of Deliverable Obligations specified in the Notice of Physical Settlement delivered by Buyer.

Any notice delivered by Seller pursuant to this Section 3.4 will include the information described in the form of Notice of Physical Settlement attached as Exhibit 2 to these LCDS Auction Settlement Terms, or such other information as is customarily used in the loan or loan credit default swap market to identify particular loans. Delivery of any such notice shall be deemed to be effective delivery of a Notice of Physical Settlement or an effective amendment to any Notice of Physical Settlement delivered by Buyer, as applicable. Buyer may not change any such notice, other than to correct errors or inconsistencies. If Seller delivers any such notice on the Notice of Physical Settlement Date, and Buyer delivers an effective Notice of Physical Settlement on the same day, then Buyer's Notice of Physical Settlement will prevail over Seller's notice.

If the fifteenth calendar day after the Notice of Physical Settlement Date is not a Business Day, the last day on which Seller may deliver a notice described in this Section 3.4 shall be adjusted in accordance with the Following Business Day Convention.

If Buyer fails to deliver an effective Notice of Physical Settlement on or prior to the Notice of Physical Settlement Date, and Seller fails to deliver the relevant notice to Buyer on or prior to the fifteenth calendar day after the Notice of Physical Settlement Date (subject to adjustment in accordance with the Following Business Day Convention), then such fifteenth calendar day will be the Termination Date.”; and

- (ii) Section 8.1 of the Credit Definitions is amended by replacing the words “Physical Settlement Amount” in the second paragraph thereof with the words “Floating Rate Payer Calculation Amount.”

“Rounding Convention” means that, if a Participating Bidder's order is matched in an amount that is not an integral multiple of US\$100,000, then the amount to be so matched will be rounded down to the nearest US\$100,000. The difference between the total amounts of all orders having been filled Pro Rata and the total of all rounded down amounts will be allocated US\$100,000 at a time to Participating Bidders in order, beginning with the Participating Bidder with the order stating the largest Quotation Amount at the same price. In the event that there are Participating

Bidders with identical orders of such type, US\$100,000 amounts will be allocated first to the Participating Bidder whose orders were received first by the Administrators.

“Submission” means, with respect to a Participating Bidder, any Valid Inside Market Submission, Limit Order Submission or Physical Settlement Request submitted by such Participating Bidder to the Administrators.

“Subsequent Bidding Period” means any time between ~~12~~¹²:45 p.m. and ~~21~~²¹:00 p.m. New York time on the Auction Date (the **“Originally Scheduled Subsequent Bidding Period”**) or such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that such modified period is required to preserve the integrity of the Auction (the **“Modified First Attempt Subsequent Bidding Period”**), or, if the process described in Sections (3) and (4)(a) and (4)(b) must be repeated pursuant to Section (10), the fifteen minute period occurring two or four hours, as the case may be, after the Originally Scheduled Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable, on the Auction Date, or at such times on a subsequent Business Day as required under Section (10) of these LCDS Auction Settlement Terms (or, in either case, at such other times as the Administrators, in their sole and absolute discretion, determine is necessary to implement the procedures described in these LCDS Auction Settlement Terms), until the earlier of the Final Price Determination Date or the occurrence of an Auction Cancellation Event. If any portion of any Subsequent Bidding Period would occur after ~~76~~⁷⁶:00 p.m. New York time on the relevant day, then the Subsequent Bidding Period will be any time between 9:45 a.m. and 10:00 a.m. New York time on the subsequent Business Day or such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that such modified period is required to preserve the integrity of the Auction.

“Touching Market” means any Matched Market for which the Inside Market Bid and Inside Market Offer are equal.

“Tradeable Market” means any Matched Market that is a Crossing Market or a Touching Market.

“Unmatched Limit Order” has the meaning set forth in Section (8).

“Valid Inside Market Submission” means a submission from a Participating Bidder received by the Administrators during the Initial Bidding Period of both an Inside Market Bid and an Inside Market Offer, each expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 35.375%), but not less than 0.00%) which do not differ from one another by more than 3.00%, and for which the Inside Market Bid is not greater than or equal to the Inside Market Offer.

Form of Bidding Agreement Letter

[Letterhead of Participating Bidder]

[Date]

Markit Group Limited
Send to: cea@markit.com

Creditex Securities Corp.
Send to: CEF@creditex.com

International Swaps and Derivatives Association, Inc.
Send to: ceba@isda.org

Markit North America, Inc.
c/o Markit Group Limited

Dear Sirs,

We write to inform you that we wish to be a “Participating Bidder,” as defined in the LCDS Auction Settlement Terms (the “**Auction Terms**”) in connection with the auction under the Auction Terms related to First Lien transactions with respect to ~~Lear Corporation~~ [Metro-Goldwyn-Mayer Inc.](#) (the “**Auction**”). Capitalized terms used in this letter but not defined herein have the meanings specified in the Auction.

We hereby notify you that it is our intention that, pursuant to the Auction Terms at the time of submission, any Dealer Physical Settlement Request we submit will, to the best of our knowledge and belief, be in the same direction as and will not exceed our Market Position.

By signing and returning this Bidding Agreement Letter to you, we represent that:

- (a) from time to time we regularly trade in one or more obligations of the types of obligations listed under the definition of “Deliverable Obligations” (as such term is defined in the Auction Terms) in the secondary loan market or we regularly trade loan credit default swaps with respect to entities like the “Reference Entity” (as such term is defined in the Auction Terms);
- (b) we are, or our affiliate is, an LCDS Dealer, as defined in the Auction Terms;
- (c) none of our affiliates has previously submitted a Bidding Agreement Letter to you; and
- (d) we are not, as of the date of this letter, subject to any requirement that would make it impossible or illegal for us to deliver or accept delivery of any of the Deliverable Obligations.

In addition, we agree that neither Administrator shall be liable to us for any indirect, special or consequential damages resulting from our participation in the Auction (including any Adjustment Amounts involving our Bid or Offer), and that each Administrator’s maximum cumulative liability for

direct and any other damages arising out of our participation in the Auction (including any Adjustment Amounts), other than damages resulting from gross negligence, willful misconduct or breach of representations made to the Participating Bidders in Creditex Securities Corp.'s letter to the Participating Bidders dated as of ~~July 17,~~ November 6, 2009 on the part of such Administrator, is limited to US\$10,000 in the aggregate.

We agree to abide by the terms of the Auction set out in the Auction Terms, including, for the avoidance of doubt, Section 12 of the Auction Terms.

We also agree to pay to ISDA (i) our share of any fees payable by ISDA to the Administrators or to ISDA's legal advisers in connection with the administration of the Auction or the development of the list of Deliverable Obligations and (ii) any Adjustment Amounts payable by us pursuant to the Auction Terms (such fees together with any such Adjustment Amounts, "**Auction Costs**"). We agree to pay any Auction Costs to ISDA within twenty-one (21) days of receipt of a written invoice submitted by ISDA for such Auction Costs.

Our contact details for purposes of this Bidding Agreement Letter are:

Name:
Address:
Telephone:
Fax:
E-mail:

Our contact details for purposes of receiving any invoices relating to Auction Costs are:

Name:
Address:
Telephone:
Fax:
E-mail:

We consent to the publication of the conformed copy of this letter by ISDA and Markit North America, Inc. and to the disclosure by ISDA and Markit North America, Inc. of the contents of this letter.

Yours faithfully,

[PARTICIPATING BIDDER]¹

By:

Name:
Title:

¹ Specify legal name of Participating Bidder.

Signature:

Form of Notice of Physical Settlement

Attention: [client contact]
By Fax: [facsimile]
By Phone: [telephone]

[CLIENT]

Dear Sirs,

NOTICE OF PHYSICAL SETTLEMENT

Credit Derivative Transaction Details:² Representative Auction-Settled Transaction formed pursuant to the auction governed by the LCDS Auction Settlement Terms in respect of ~~Lear Corporation~~Metro-Goldwyn-Mayer Inc. with a Designated Priority of First Lien (the **Auction**) entered into between [SELLER], as Seller (i.e., the party identified by the Auction Administrators as having an obligation to accept delivery of Deliverable Obligations), and [BUYER] as Buyer (i.e., the party identified by the Auction Administrators as having the obligation to deliver Deliverable Obligations), and for which the **Floating Rate Payer Calculation Amount** is USD [●].³

Reference is made to the Credit Derivative Transaction described above (the **Transaction**).

(1) Pursuant to Section 17 of the Auction, the Event Determination Date for this Transaction is ~~July 2, October 20,~~ 2009 and a Credit Event Notice and Notice of Publicly Available Information are deemed to have been effectively delivered on a timely basis.

(2) Any capitalized term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the Auction or, if no meaning is specified therein, in the Credit Definitions.

(3) We hereby confirm that we will settle the Transaction and require performance by you in accordance with the Physical Settlement Method, as modified by the LCDS Standard Terms. Subject to the terms of the Transaction, we will deliver to you according to the terms of the LCDS Physical Settlement Terms the following Deliverable Obligations⁴ against payment of the amount determined pursuant to the LCDS Standard Terms and the LCDS Physical Settlement Terms using the Final Price of [●]% as the Reference Price:

² These Transactions Details will need to be adjusted appropriately where this form is used in respect of a transaction between a customer and a Participating Bidder.

³ The Quotation Amount of the Transaction identified by Auction Administrators or, in the case of a Representative Auction-Settled Transaction between a Participating Bidder and a customer, the amount specified by such Participating Bidder.

⁴ ~~The Deliverable Obligation may not be subject to the Lear Lock-up Agreement, as provided in the Auction terms.~~

Outstanding Principal Balance	Description of Facility	Initial Amount	Maturity	Initial Spread	MLID
[[]]	Term Loan <u>Revolving Loans facility</u>	\$1,000 <u>250</u> mm	April 25, 8, <u>2012</u> <u>2010</u>	LIBOR + <u>250 BPs</u>	ML 1001546 <u>0</u> <u>002062</u>
[[]]	Tranche A U.S. Revolving Credit Facility ⁵ <u>B Term Loan</u>	\$821.7 <u>2,679.8</u> mm	January 31, <u>April 8,</u> 2012	LIBOR + <u>200 BPs</u>	ML 1001384 <u>0</u> <u>002064</u>
[[]]	Tranche B U.S. Revolving Credit Facility <u>1 Term Loan</u>	\$467.5 <u>1,100</u> mm	March 23, 2010 <u>April 8,</u> <u>2012</u>	LIBOR + <u>175 BPs</u>	ML 1001385 <u>0</u> <u>002065</u>

(4) This letter shall be governed by and interpreted in accordance with the laws of the State of New York (without reference to choice of law doctrine).

Very truly yours,

[]

By: _____

Name:

Title:

⁵ _____ If a subfacility is to be delivered, specify the details of the subfacility being delivered.

Form of Customer Physical Settlement Request Letter

[Letterhead of Customer]

[Date]

Attention: [Participating Bidder]
By Fax: [facsimile]
By Phone: [telephone]

Dear Sirs,

We write to inform you that we wish to submit a Customer Physical Settlement Request as defined in the LCDS Auction Settlement Terms published by the International Swaps and Derivatives Association, Inc. and Markit North America, Inc. on ~~July 17,~~November 6, 2009 (the “**Auction Terms**”), in respect of ~~Lear Corporation~~Metro-Goldwyn-Mayer Inc.’s First Lien Loans. Capitalized terms used in this letter but not defined herein have the meanings specified in the Auction Terms.

By signing and returning this Customer Physical Settlement Request Letter to you, we represent that:

- (a) the Customer Physical Settlement Request set out below is to the best of our knowledge and belief, in the same direction as and (when aggregated with all Customer Physical Settlement Requests submitted by us to one or more Participating Bidders) not in excess of our Market Position; and
- (b) we are not, as of the date of this letter, subject to any requirement that would make it impossible or illegal for us to deliver or accept delivery of any of the Deliverable Obligations.

The Customer Physical Settlement Request is a Physical Settlement [Buy][Sell] Request of USD [●].

Our contact details for purposes of this Customer Physical Settlement Request Letter are:

Name:
Address:
Telephone:
Fax:
E-mail:

Yours faithfully,

[CUSTOMER]⁶⁴

By:

⁶⁴ Specify legal name of customer.

Name:
Title:
Signature:

Schedule 1 to the LCDS Auction Settlement Terms

Notwithstanding any provision to the contrary governing any Covered Transaction, the following shall apply to all Covered Transactions:

- (a) *Effect of Actual Notices.* Except for purposes of determining whether a transaction is a Covered Transaction, any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to the Reference Entity and Designated Priority shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
- (b) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (c) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to the Reference Entity and Designated Priority, and any such notice delivered shall be void and have no effect. Further, notwithstanding the provisions of the Credit Definitions or the documentation governing a Covered Transaction, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of the Final Price, the Cash Settlement Amount, losses (including aggregate losses) or recoveries (including aggregate recoveries) (or any analogous concepts in the relevant documentation).
- (c) *Satisfaction of Conditions to Settlement.*
 - (i) A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to the Reference Entity and Designated Priority and a Notice of Publicly Available Information, which notice in each case is effective on the Common Event Determination Date and satisfies the requirements of the documentation governing the relevant Covered Transaction.
 - (ii) The Conditions to Settlement in each Covered Transaction are amended by eliminating any requirement that Buyer deliver a Notice of Physical Settlement with respect to the Reference Entity and Designated Priority. Accordingly, such Conditions to Settlement are deemed satisfied on the Common Event Determination Date.
- (d) *Accruals.*
 - (i) With respect to any LCDS Covered Transaction or LCDX Covered Untranchured Transaction:

Notwithstanding anything to the contrary in the documentation governing the Covered Transaction, (A) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) before the date that is the later of (x) the fifth Business Day following the Final Price Determination Date or the Auction Cancellation Date, as the case may be, and (y) ~~July 28~~, November 18, 2009 (such later date, the “**Scheduled Settlement Date**”), (1) the Fixed Rate on the Covered Transaction, or the portion thereof to which the Reference Entity and Designated Priority relates, as applicable, shall accrue to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled

Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) a rebate of the Fixed Rate accrual on the Covered Transaction, or the portion thereof to which the Reference Entity and Designated Priority relates, as applicable, for the period from but excluding the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Scheduled Settlement Date; or (B) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) on or after the Scheduled Settlement Date, (1) the Fixed Rate on the Covered Transaction, or the portion thereof to which the Reference Entity and Designated Priority relates, as applicable, shall accrue to and including the Common Event Determination Date, and (2) the resulting Fixed Amount in respect of the Reference Entity and Designated Priority shall be paid on the Scheduled Settlement Date, with no rebate.

(ii) With respect to any LCDS Covered Tranche Transaction:

Notwithstanding anything to the contrary in the documentation governing the Covered Transaction, (A) if a Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Scheduled Settlement Date, (1) the Fixed Rate shall accrue as if no Credit Event had occurred with respect to the Reference Entity and Designated Priority to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) without duplication of any rebate payable under the documentation governing such LCDS Covered Tranche Transaction, a rebate of the Fixed Rate accrual on the portion of the Covered Transaction related to the Reference Entity and Designated Priority equal to the reduction in the Outstanding Swap Notional Amount for the Incurred Loss Amount (if any) and/or Incurred Recovery Amount (if any) with respect to the Reference Entity and Designated Priority for the period (if any) from and including the calendar day immediately following the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Scheduled Settlement Date; or (B) if no Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Scheduled Settlement Date and the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) on or after the Scheduled Settlement Date, (1) the Fixed Rate shall accrue as if an Event Determination Date with respect to the Reference Entity and Designated Priority had occurred on the Common Event Determination Date, (2) a Fixed Amount accrual in respect of the reduction in the Outstanding Swap Notional Amount for the Incurred Loss Amount (if any) and/or Incurred Recovery Amount (if any) with respect to the Reference Entity and Designated Priority for the relevant Fixed Rate Payer Calculation Period through and including the Common Event Determination Date shall be paid on the Scheduled

Settlement Date, and (3) the Fixed Amount accrual payable on such Fixed Rate Payer Payment Date shall be calculated as if the Outstanding Swap Notional Amount were reduced by the Incurred Loss Amount (if any) and/or the Incurred Recovery Amount (if any) with respect to the Reference Entity and Designated Priority on the first day of the relevant Fixed Rate Payer Calculation Period, with no rebate.

(e) *Settlement Terms.*

- (i) With respect to any LCDS Covered Transaction or LCDX Covered Untranch Transaction, such Covered Transaction, or the portion thereof to which the Reference Entity and Designated Priority relates, as applicable, shall settle as if the Settlement Method specified in the documentation governing such Covered Transaction or portion thereof were Cash Settlement, subject to the following:

(A) The Final Price will be determined as described in the LCDS Auction Settlement Terms, with the Final Price Determination Date as the Single Valuation Date.

(B) The Cash Settlement Amount will be determined as provided in Section 7.3 of the Credit Definitions.

(C) The Cash Settlement Date shall be the Scheduled Settlement Date.

- (ii) With respect to any LCDS Covered Tranche Transaction, the portion thereof to which the Reference Entity and Designated Priority relates shall settle according to terms related to Auction Settlement specified in the documentation governing such LCDS Covered Tranche Transaction using the Final Price determined pursuant to the LCDS Auction Settlement Terms as the Auction Price, except that the Cash Settlement Date shall be the Scheduled Settlement Date.

(f) *Auction Cancellation.* If an Auction Cancellation Event occurs, subsections (b), (c)(ii) and (e) above shall be rescinded and have no further effect. For the avoidance of doubt, if an Auction Cancellation Event occurs, a party may deliver a Notice of Physical Settlement or any other relevant notice with respect to any Covered Transaction in accordance with the relevant documentation and settle any Covered Transaction in accordance with the relevant documentation.

(g) *Bespoke LCDS Tranche Transactions.* To the extent the documentation governing any LCDS Covered Tranche Transaction differs from the LCDX Tranche Terms, including by specifying that Cash Settlement shall be the exclusive Settlement Method, the terms of this Schedule 1 shall be construed in respect of such LCDS Covered Tranche Transaction taking into account any such differences to effectuate the parties' intent that, other than in the case of an Auction Cancellation Event, the Final Price determined pursuant to the LCDS Auction Settlement Terms be used to determine the amounts payable and/or other rights and obligations of the parties with respect to the portion of such LCDS Covered Tranche Transaction referencing the Reference Entity and Designated Priority.