

Attachment J

CDS Commutation Agreement 4

Dated as of: November 13, 2012

To: FGIC Credit Products LLC
and
Financial Guaranty Insurance Company
Attention: John S. Dubel
Facsimile no.: (212) 312-3221

Re: **Amended and Restated Termination Agreement**

Ladies and Gentlemen:

The purpose of this amended and restated termination agreement dated as of November 13, 2012 (this "**Termination Agreement**") is to:

(a) amend and restate the Termination Agreement dated as of [REDACTED] (the "**Original Termination Agreement**") among [REDACTED] ("**Party A1**"), FGIC Credit Products LLC ("**Party B**") and Financial Guaranty Insurance Company ("**FGIC**");

(b) set forth the amended and restated terms and conditions of, and to effect, the termination in whole of (i) the credit derivative transaction between Party A1 and Party B that refers to the issuer [REDACTED] and the co-issuer [REDACTED] and has the trade date [REDACTED] (such transaction, the [REDACTED]), (ii) the related 1992 ISDA Master Agreement dated as of [REDACTED] (as amended and including the Schedule related thereto, the "**Master Agreement**"), (iii) the Confirmation related thereto dated [REDACTED] (as amended, the "**Confirmation**") and (iv) the Financial Guaranty Insurance Policy having a policy number of [REDACTED] issued by FGIC in favor of Party A1 in connection with the [REDACTED] (the "**Policy**"), and together with the [REDACTED] Master Agreement and the [REDACTED] Confirmation, the "**Documents**"; and

(c) set forth the terms and conditions of, and to effect, the termination in whole of (i) the three credit derivative transactions between [REDACTED] ("**Party A2**") and Party B that are set forth in Annex A attached hereto (collectively the "**CDS Transactions**"), and together with the [REDACTED], the "**Transactions**"), (ii) the respective related 1992 ISDA Master Agreements referred to in Annex A hereto (collectively, as amended and including the respective Schedules related thereto, together with the [REDACTED] Master Agreement, the "**Master Agreements**"), (iii) the respective Confirmations related thereto and referred to in Annex A hereto (as amended, collectively with the [REDACTED] Confirmation, the "**Confirmations**") and (iv) each Financial Guaranty Insurance Policy issued by FGIC in favor of Party A2 in connection with the respective CDS Transactions (collectively with the [REDACTED] Policy, the "**Policies**"), and together with the Master Agreements, the Confirmations and all other agreements among any of Party A1, Party A2, Party B and FGIC relating to any Transaction, the "**Transaction Documents**").

In this Termination Agreement, Party A1, Party A2, Party B and FGIC shall each be referred to as a "**Party**" and collectively the "**Parties**." Accordingly, the Parties hereby agree as follows:

1. Termination: Effective as of the Termination Effective Date (as defined below in this Section 1), subject to and upon FGIC having paid the Payment Amount (as defined in Section 2 below) to the account specified in Section 2 below, but without need for any further action, (a) the Transactions, the Transaction Documents and the respective rights, obligations and liabilities of the Parties and their respective affiliates, successors, regulators, stockholders, directors, officers, employees, advisors and agents under or arising out of any of the Transaction Documents or otherwise relating to any of the Transactions (other than to the extent specifically excepted in the following sentence) are hereby mutually terminated and discharged, (b) each Party hereby irrevocably and unconditionally releases and fully discharges each other Party and such other Party's affiliates, successors, regulators, stockholders, directors, officers, employees, advisors and agents from all obligations, claims and liabilities of any kind or nature, and whether based in contract, tort or otherwise, directly or indirectly under or arising out of any of the Transaction Documents or otherwise relating to any of the Transactions (other than to the extent specifically excepted in the following sentence), whether now existing or hereafter arising, and whether known or unknown, and (c) each Policy is hereby cancelled. Each Party hereby acknowledges and agrees that from and after the Termination Effective Date, except with respect to the payment obligation of FGIC set forth in Section 2 below and the respective representations, warranties and other agreements of the Parties expressly set forth in this Termination Agreement, and notwithstanding anything to the contrary set forth in any of the Transaction Documents, no payments, fees or other amounts of any nature whatsoever (including any Fixed Payment, Fixed Amount, Additional Fixed Amount, Additional Payment, Floating Payment, Cash Settlement Amount, Recovered Amount, Make-Whole Amount, Termination Makewhole Amount or amount payable in connection with an Avoidance Order (in each case as defined in the applicable Confirmation), any other fixed or floating amount or other credit protection premium payment or credit protection payment, or any mark-to-market termination payment, other makewhole or termination payment or other payment, fee or amount, however so described (all of the foregoing payments, fees and other amounts (not including the Payment Amount) collectively being "**CDS Payments**")) or other deliveries or obligations are or will thereafter be owed to it by any other Party under or in connection with any of the Transaction Documents or otherwise with respect to any of the Transactions. Promptly following the Termination Effective Date, subject to and following FGIC having paid the Payment Amount to the account specified in Section 2 below, Party A1 and Party A2 shall return each Policy to FGIC unless, in the case of any Policy after a reasonable search, Party A1 and Party A2 are unable to locate such Policy and they provide a written certification to that effect to FGIC; provided, however, that any failure by Party A1 and Party A2 to return any Policy shall not affect its termination and cancellation hereunder.

"**CDS Termination Appeal**" has the meaning set forth in Section 3 below.

"**Court**" means the Supreme Court of the State of New York, County of New York.

"**Court Order**" means an order of the Court issued in the Proceeding approving the consummation of the transactions contemplated by this Termination Agreement, including FGIC's payment of the Payment Amount as described in Section 2 below.

"**Party A Termination Event**" has the meaning set forth in Section 12(b) below.

"**Proceeding**" means the rehabilitation proceeding for FGIC pursuant to Article 74 of the New York Insurance Law ("**Article 74**") currently pending before the Court, captioned as In the Matter of the Rehabilitation of Financial Guaranty Insurance Company, Index No. 401265/2012, as such proceeding may be converted to a liquidation pursuant to Article 74.

"**Rehabilitator**" means the Superintendent of Financial Services of the State of New York, as rehabilitator of FGIC appointed pursuant to the Order of Rehabilitation signed by the Honorable Doris

Ling-Cohan of the Court on June 28, 2012 (the “**Rehabilitation Order**”).

“**Termination Effective Date**” means the latest to occur of (i) the date of the Court Order, (ii) the date, if any, specified in the Court Order for the consummation of the transactions contemplated by this Termination Agreement, including FGIC’s payment of the Payment Amount as described in Section 2 below, and (iii) the date on which the conditions, if any, specified in the Court Order for the consummation of the transactions contemplated by this Termination Agreement (including FGIC’s payment of the Payment Amount as described in Section 2 below) are satisfied or waived by the Rehabilitator, as applicable.

“**Termination Event Cure**” means, with respect to the option of Party A1 or Party A2 to terminate this Termination Agreement after the occurrence of a Party A Termination Event by delivering to the other Parties notice of such termination pursuant to Section 12(b) below, that (a) in the case of a Party A Termination Event described in clause (i) of the definition of such term, the Court Order shall have been (or, after delivery of any such notice, is) issued on or before the effective date of such termination, or (b) in the case of a Party A Termination Event described in clause (ii) or (iii) of the definition of such term, the Payment Amount shall have been (or, after delivery of any such notice, is) paid by FGIC pursuant to Section 2 on or before such effective date (in any of which cases this Termination Agreement shall continue to be in full force and effect).

2. Payment Obligation: In consideration of and as a condition to the terminations, discharges, releases and cancellations effected by Section 1, subject to the Termination Effective Date having occurred, FGIC shall pay to Party A1 and Party A2, together, no later than one business day after the Termination Effective Date, a single payment in the amount of \$30,000,000 (such amount being the “**Payment Amount**”) in immediately available funds to the following account for Party A1 and Party A2 (or to such other account as shall be set forth in a written notice to FGIC executed by Party A1 and Party A2 and received by FGIC no later than two business days prior to the Termination Effective Date):

Bank:
ABA #:
Swift Address:
Account #:
Trade ID:



3. Confidentiality: Without the prior written consent of the other Parties, prior to the fifth anniversary of the date hereof, each Party hereby agrees not to disclose, or allow any other person to disclose, to any person that this Termination Agreement or the Original Termination Agreement has been discussed or entered into by the Parties, or any of the terms, conditions or other facts with respect to this Termination Agreement or the Original Termination Agreement or the subject matter hereof or thereof, including the status hereof or thereof. Notwithstanding the foregoing, each Party may:

- (i) make such disclosures (v) to its affiliates, stockholders, directors (and their respective attorneys), officers, employees, auditors, attorneys, agents, representatives, consultants and other professional advisors (collectively, “**Representatives**”), in each case only to the extent such persons need to know the information so disclosed in connection with performing their responsibilities with respect to the subject matter of this Termination Agreement or the Original Termination Agreement, and provided that such Party shall have informed each such Representative of the confidential nature of such information

and shall be liable for any failure of such Representative to keep such information confidential as required hereunder; (w) to any governmental or regulatory agencies with actual or asserted authority over such Party and to their respective counsel and professional advisors, in each case to the extent required or requested by them or if such Party determines it is advisable to provide them with such information, and in each case if such Party informs them of the confidential nature of such information and requests that they maintain its confidentiality; (x) to the extent required by applicable law, rule or regulation, provided that such Party, to the extent lawfully permitted and reasonably and practicably able to do so, gives to each non-disclosing Party written notice of such requirement within a reasonable period of time before complying with such requirement, and reasonably cooperates with each non-disclosing Party, at the request and sole expense of such non-disclosing Party, in seeking a protective order preventing or limiting such disclosure; (y) in the case of FGIC, and subject to the last paragraph of this Section 3, in connection with the Proceeding; and (z) in connection with any action to enforce this Termination Agreement or any provision of this Termination Agreement or in connection with any proceeding, including steps leading to a potential proceeding, that might involve this Termination Agreement or any provision of this Termination Agreement; and

- (ii) generally disclose that it has entered into a termination agreement (including the general terms thereof) with respect to the Transactions without identifying the other parties hereto.

If it is determined by the Rehabilitator that this Termination Agreement or a description of the terms hereof should be filed with the Court in the Proceeding, or with any appellate court in any appeal, petition for *certiorari* or other proceedings for a new trial, reargument or rehearing of or with respect to the Court's approval of the consummation of the transactions contemplated by this Termination Agreement (a "**CDS Termination Appeal**"), or posted on the website maintained by FGIC with respect to the Proceeding, in any such case in connection with seeking to facilitate the issuance of the Court Order or the occurrence of the Termination Effective Date or otherwise in connection with the Proceeding, FGIC shall request that the Rehabilitator (A) redact from the version of this Termination Agreement filed with the Court or such appellate court or so posted, or redact or omit from such description, the phrases "[REDACTED]" and "[REDACTED]", the [REDACTED] Policy number, the dates of the [REDACTED] Documents, the account information set forth in Section 2 above, the entire signature blocks for and all references to the names of Party A1 and Party A2, the name "[REDACTED]" and the information set forth in Annex A hereto (collectively, the "**Redacted Information**"), in each case unless otherwise required by the Court or such appellate court, and (B) provide to Party A1 and Party A2 a copy of such version of this Termination Agreement or such description to be so filed or posted, within a reasonable period of time before such filing or posting. In the event the Court or such appellate court requires that any Redacted Information be disclosed to the Court or otherwise, FGIC shall request the Rehabilitator (x) to promptly notify Party A1 and Party A2 of such requirement prior to (if possible) complying with such requirement and (y) not to object to Party A1 or Party A2 appearing before the Court or such appellate court solely in connection with such requirement regarding such Redacted Information. If it is determined by the Rehabilitator that this Termination Agreement or such description should be so filed with the Court in the Proceeding or such appellate court in such CDS Termination Appeal in unredacted form and with such information not omitted, FGIC shall request the Rehabilitator (1) to seal the Redacted Information to the extent permitted by the Court or such appellate court, as applicable, (2) to notify Party A1 and Party A2 of such determination within a reasonable period of time before such filing and (3) not to object to Party A1 or Party A2 appearing before the Court or such appellate court solely in connection with any request to seal the Redacted Information.

4. Representations: Each Party hereby represents and warrants to the other Parties as of the date hereof and as of the Termination Effective Date that:

- (i) it is duly organized and validly existing and in good standing (except in the case of FGIC, for any adverse effect resulting from the commencement of the Proceeding) under the laws of the jurisdiction of its organization with full power and authority to execute and deliver, and to perform and observe the terms and provisions of, this Termination Agreement;
- (ii) the execution, delivery, performance and observance of this Termination Agreement by such Party have been duly authorized by all necessary action on the part of such Party, do not and will not conflict with, or result in a violation of, any law applicable to it, and do not require it to obtain any permit, consent, approval, order or authorization of, or provide notice to or make a filing with, any court or governmental or regulatory agency (including, in the case of Party B and FGIC, the Rehabilitator or his designee) that has not been obtained, provided or made, as applicable, except, in the case of FGIC, FGIC's obligation to pay the Payment Amount and performance of its obligations contemplated to occur on the Termination Effective Date are in all respects subject to the Court Order having been issued and remaining in force and any conditions therein having been satisfied or waived pursuant to the terms of the Court Order;
- (iii) this Termination Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
- (iv) it is sophisticated and has specific knowledge of and experience with structures involving (x) insured and uninsured asset-backed securities, (y) derivative instruments, and (z) other instruments similar to the Transaction Documents and the Reference Obligations (as defined in the respective Confirmations);
- (v) in the case of Party A1 and Party A2, (x) each financial guaranty insurance policy, surety bond or other insurance contract issued by FGIC that insures the obligations of Party B under a credit default swap in, to or under which Party A1 or Party A2 has any right, title or interest (other than the [REDACTED] Policy) is listed on Annex A hereto and (y) they (1) are the only persons (other than Party B and FGIC) with any right, title or interest in, to or under any Transaction Documents or otherwise with respect to any Transaction, (2) have not transferred, sold, pledged or assigned, in whole or in part, any such right, title or interest and (3) will not transfer, sell, pledge or assign, in whole or in part, any such right, title or interest on or before the Termination Effective Date; and
- (vi) in the case of FGIC, (x) the Rehabilitator has advised FGIC that, on or prior to November 14, 2012, subject to FGIC having received a copy of this Termination Agreement executed and delivered by Party A1 and Party A2 prior to such date, it will file with the Court a revised proposed form of plan approval order containing a new Paragraph 5 thereof in the form of the paragraph attached hereto as Annex B, with such immaterial corrections and formatting changes as may be made by the Rehabilitator and with such other changes, if any, as may be agreed to by FGIC, Party A1 and Party A2 (which agreement may not be unreasonably withheld or delayed), and (y) [REDACTED]



5. Acknowledgements: Each Party hereby acknowledges that each other Party may have had access to certain information relating to the Transaction Documents, the Reference Obligations, the issuers thereof, any Governing Document, Indenture, Custody Agreement or Credit Agreement (in each case as defined in the applicable Confirmation) or other documents relating to any Reference Obligations, other parties with respect to any transactions to which any Reference Obligations relate, and the assets included in, or status of, any such transactions which is not available to the other Parties or other holders of securities issued in any such transactions. In addition, each Party hereby acknowledges that each other Party may be in possession of other material information (concerning such other Party or otherwise) which such other Party has not disclosed to such first Party. Nonetheless, each Party hereby acknowledges and agrees that it has had access to such financial, operating and other information concerning the Transaction Documents, the Reference Obligations, the issuers thereof, any Governing Document, Indenture, Custody Agreement, Credit Agreement or other documents relating to any Reference Obligations, other parties with respect to any transactions to which any Reference Obligations relate, the assets included in, or status of, any such transactions and the other Parties as it deems necessary and appropriate to make an informed decision with respect to this Termination Agreement, including an opportunity to make such inquiries of and request information from the other Parties. Each Party is represented by, and has consulted with, its own legal and other advisors to the extent it has deemed necessary. The Parties have participated jointly in the negotiating and drafting of this Termination Agreement. If an ambiguity or a question of intent or interpretation arises, this Termination Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Termination Agreement.

6. No Admission of Liability: The Parties hereby acknowledge and agree that this Termination Agreement is entered into for the sole purpose of resolving and compromising all pending and potential claims. It is hereby expressly agreed and acknowledged that neither the execution nor performance of any of the terms of this Termination Agreement shall constitute or be construed as an admission by any of the Parties of any liability for any claims or any indication that any claims or allegations made against any Party have any merit, and this Termination Agreement shall not be admissible in any action, other than the Proceeding to obtain the Court’s approval of the transactions contemplated hereby, any CDS Termination Appeal and any action to enforce the terms hereof.

7. Entire Agreement: This Termination Agreement amends and restates in its entirety, and supersedes, the Original Termination Agreement, including the terms and conditions thereof, supersedes all prior drafts hereof and constitutes and contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Termination Agreement shall not affect the Amended and Restated Confidentiality Agreement, dated as of August 1, 2012 (the “**Confidentiality Agreement**”),

among FGIC, Party A2 and certain other parties thereto, or any obligations, terms or agreements thereunder, except that from and after the date hereof, Party A2 and its Representatives (as defined in the Confidentiality Agreement) shall not disclose or discuss any Evaluation Material (as defined in the Confidentiality Agreement) to or with any other Receiving Party (as defined in the Confidentiality Agreement) or any Representative thereof, and at any time after the date hereof, FGIC or Party A2 may notify Clifford Chance US LLP, in its capacity as counsel to certain other parties to the Confidentiality Agreement, that Evaluation Material may no longer be disclosed to or discussed with Party A2 or any of its Representatives by any such parties or any Representatives thereof. FGIC will continue to provide Party A2 periodic updates under the Confidentiality Agreement, upon the request of Party A2 from time to time (which may be made weekly or at such additional times as may be reasonably requested by Party A2), regarding the status of the Proceeding.

8. Governing Law: This Termination Agreement, the rights and obligations of the Parties under this Termination Agreement, and any claim or controversy directly or indirectly based upon, arising out of, or leading to this Termination Agreement or the transactions contemplated by this Termination Agreement (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws provisions that would require the application of the Law of any other jurisdiction (other than New York General Obligations Law § 5-1401).

9. Jurisdiction; Trial by Jury Waived: Each Party hereby agrees that any litigation directly or indirectly relating to or arising out of, under or in connection with this Termination Agreement or any of the transactions contemplated hereunder shall be commenced and maintained solely in the courts of the State of New York located in the County of New York, in the United States of America and that any and all related claims shall be resolved solely in such courts. Each Party hereby irrevocably and unconditionally, and to the fullest extent permitted by law, (a) submits to the exclusive jurisdiction of the courts of the State of New York located in the County of New York, in the United States of America for any such litigation or claim, (b) waives any objection that it may now or hereafter have to the jurisdiction or laying of venue of any such litigation or claim in any such court in such location or that such litigation or claim was brought in an inconvenient forum, and agrees not to plead or claim any of the same, and (c) waives any right to a trial by jury in respect of any such litigation or claim (whether based on contract, tort or otherwise).

10. Counterparts: This Termination Agreement may be executed and delivered in counterparts (including by electronic messaging system or facsimile transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11. Standstill: Unless and until this Termination Agreement shall have terminated in accordance with Section 12 below (the period from the date of this Termination Agreement to the effective date of such termination being the “**Standstill Period**”), each Party hereby agrees that, notwithstanding anything to the contrary contained in any of the Transaction Documents, commencing on the date of this Termination Agreement, no CDS Payment of any kind shall be payable by any Party, and no Party may make any claim or demand on or against any other Party for or based on any CDS Payment of any kind or designate any Early Termination Date or otherwise directly or indirectly exercise or seek to exercise any other acceleration, liquidation, close out or termination right or remedy, in any such case under any of the Transaction Documents or otherwise in connection with any of the Transactions at any time, under any circumstance, upon or based on the occurrence or during the continuance of any event or condition or otherwise. Notwithstanding the preceding sentence, if and only if (prior to the Termination Effective Date) (i) a final bar date is established in the Proceeding for filing claims under any financial guaranty insurance policies or surety bonds issued by FGIC, and the failure of any claimant to file such a claim prior to such bar date would result in such claim not being permitted if filed after such bar date, and (ii)

any Credit Event (as defined in the applicable CDS Contract) or other event occurs prior to such bar date which would give rise under the related CDS Contract to the right of Party A1 or Party A2 to deliver to Credit Products a Credit Event Notice or other notification thereunder with respect to such Credit Event or other event but for the preceding sentence, then such Party may, at any time during the ten day period preceding such bar date (giving effect to any extension from time to time), (x) deliver to Credit Products such Credit Event Notice or other notification and all related information required under such CDS Contract and (y) file a claim with respect thereto under the related Policy, in each case of subclauses (x) and (y) in accordance with and subject to the terms and conditions of such CDS Contract and Policy, respectively, and subject to all applicable prohibitions, restrictions, requirements, procedures and other terms and conditions then in effect in the Proceeding or, following the Plan Effective Date (as defined below), the Plan (in each case including with respect to which claims are permitted or not permitted, and submission and approval of claims), provided that (1) at the time of delivery of any such Credit Event Notice or other notification, Party A1 or Party A2, as applicable, shall also deliver to Credit Products written notice of the amount and date of payment of each Recovered Amount, if any, paid since the date of this Termination Agreement to the holders of any Reference Obligation under the Transaction with respect to which such Party is delivering such Credit Event Notice or other notification to Credit Products, (2) unless and until this Termination Agreement shall have terminated pursuant to Section 12 below, no CDS Payment will be paid or payable by any Party and no such delivery of a Credit Event Notice, other notification or notice of any Recovered Amount or filing of such a claim will affect any other restrictions, terms or agreements set forth in the preceding sentence (including without limitation the agreements to not claim or demand any other CDS Payment, designate any Early Termination Date or exercise any other termination right), and (3) in the event the Termination Effective Date occurs, (A) all such Credit Event Notices, other notifications and claims shall be fully satisfied by FGIC's payment of the Payment Amount in full pursuant to Section 2 above, (B) no amount shall be owed by any Party other than the Payment Amount payable by FGIC pursuant to Section 2 above and (C) the Payment Amount shall not be reduced as a result of the failure by Party A1 or Party A2 to pay any CDS Payment, deliver any notice or information required under any CDS Contract or perform any of its other obligations thereunder.

12. Termination of Agreement: (a) This Termination Agreement may, at the option of any Party, be terminated by such Party by giving not less than ten days' prior written notice to the other Parties at any time after the earlier to occur of (i) the issuance by the Court in the Proceeding of a final, non-appealable order disapproving the consummation of the transactions contemplated by this Termination Agreement, or (ii) the conversion of the Proceeding to a liquidation pursuant to Article 74 (such conversion being the "**Proceeding Conversion**"), provided in any such case that the provisions of Section 3 above and Section 12(c) below will survive any such termination. If any such order is issued by the Court or a Proceeding Conversion occurs, FGIC will notify Party A1 and Party A2 of such issuance or occurrence promptly upon obtaining knowledge thereof.

(b) Furthermore, this Termination Agreement may, at the option of Party A1 or A2, be terminated by such Party by giving not less than ten days' prior written notice to the other Parties at any time after the occurrence of a Party A Termination Event, provided that the provisions of Section 3 above and Section 12(c) below will survive any such termination, and provided, further, that any such termination and the effectiveness thereof are subject to no Termination Event Cure having occurred with respect to such termination. The term "**Party A Termination Event**" shall mean any event set forth below in clause (i), (ii) or (iii) of this Section 12(b):

(i) the Court Order shall not have been issued on or before September 30, 2013;

(ii) if the Court Order shall have been issued and no CDS Termination Appeal shall have been timely filed and shall be pending, the Payment Amount shall not have been paid by FGIC

pursuant to Section 2 above on or prior to the earlier to occur of (x) the last day of the six month period (or, if the Plan Effective Date (as defined below) shall not have occurred because the Rehabilitator and FGIC shall not yet have received any ruling referred to in Section 6.1(f) of the Plan (as defined below), the last day of the nine month period) following the date of such issuance or (y) if the “Effective Date” of, and as defined in, any plan of rehabilitation for FGIC approved by the Court in the Proceeding (the “**Plan**”) shall have occurred (the “**Plan Effective Date**”), the date on which FGIC shall have commenced paying Permitted Policy Claims (as defined in the Plan) in accordance with the Plan; or

(iii) if the Court Order shall have been issued and a CDS Termination Appeal shall have been timely filed and shall be pending on the earlier of the days referred to in subclause (x) or subclause (y) of clause (ii) of this Section 12(b), the Payment Amount shall not have been paid by FGIC pursuant to Section 2 above on or prior to the earlier to occur of (x) last day of the eighteen month period following the date of this Termination Agreement or (y) if the Plan Effective Date shall have occurred, the date on which FGIC shall have commenced paying Permitted Policy Claims in accordance with the Plan.

In addition, in the event that the Court shall have issued an order approving the Plan (the “**Plan Approval Order**”) which does not include a paragraph in the form of the new Paragraph 5 contemplated by Section 4(vi)(x) above, this Termination Agreement may, at the option of Party A1 or Party A2, be terminated by such Party by giving written notice of such termination to the other Parties no later than ten days after such Party becomes aware of the Court’s issuance of such Plan Approval Order, and any such termination shall be deemed to have become effective prior to the Court’s issuance of such Plan Approval Order and, if applicable, the Court Order, with the effect that the consummation of the transactions contemplated by this Termination Agreement shall be deemed not to have been approved by the Court, notwithstanding any issuance of the Court Order (such termination being a “**Paragraph 5 Non-approval Termination**”).

(c) Notwithstanding anything to the contrary contained in this Termination Agreement, in the event that this Termination Agreement terminates pursuant to this Section 12, as of the effective date of such termination (i) the terms, conditions and provisions of this Termination Agreement (other than this Section 12(c) and Section 3 above) shall have no further force or effect and (ii) the Parties shall automatically be restored in all respects to their respective positions, and have restored to them all of their respective rights, remedies and obligations, under the respective Transaction Documents and otherwise relating to the respective Transactions in each case as such positions, rights, remedies and obligations existed as of the date prior to the date of this Termination Agreement as if this Termination Agreement had not been executed and delivered, but giving effect to any events, circumstances, conditions, actions or inactions that occurred or arose after the date of this Termination Agreement and are continuing on the effective date of such termination (other than any action not taken, so long as the Standstill Period shall be continuing, pursuant to the terms of Section 11 above including non-payment of any CDS Payment) and any amounts that would have been due and payable by any Party in accordance with the terms and conditions of the applicable Transaction Documents but for the first sentence of Section 11 shall become due and payable on the effective date of such termination, subject to all applicable prohibitions, restrictions, requirements, procedures and other terms and conditions then in effect in the Proceeding or, following the Plan Effective Date, the Plan (in each case including with respect to which claims are permitted or not permitted, and submission and approval of claims). For the avoidance of doubt, in the event that any Credit Event or other event shall have occurred at any time during the Standstill Period which would give rise under the applicable CDS Contract to the right of Party A1 or Party A2 to deliver to Credit Products a Credit Event Notice or other notification thereunder with respect to such Credit Event or other event but for the first sentence of Section 11, then such Party shall be entitled to (x) deliver to Credit Products such Credit Event Notice or other notification and all related information required under such CDS Contract no later than the date set forth in the applicable Relief Paragraph (as defined

below) and (y) file a claim with respect thereto under the related Policy, in each case of subclauses (x) and (y) in accordance with and subject to the terms and conditions of such CDS Contract (other than any time limitation for delivery of such a Credit Event Notice or other notification) and Policy, respectively, and subject to all applicable prohibitions, restrictions, requirements, procedures and other terms and conditions then in effect in the Proceeding or, following the Plan Effective Date, the Plan (in each case including with respect to which claims are permitted or not permitted, and submission and approval of claims). If any Recovered Amount was paid during the Standstill Period to the holders of any Reference Obligation under any Transaction with respect to which Party A1 or Party A2 has delivered, or is delivering, a Credit Event Notice or other notification to Credit Products, such Party shall deliver written notice to Credit Products of the amount and date of each such payment, identifying the applicable Transaction, at the time such Party delivers such Credit Event Notice or other notification to Credit Products under the preceding sentence.

Furthermore, in the event that this Termination Agreement terminates pursuant to Section 12(b) above as a result of a Party A Termination Event described in clause (i) of the definition of such term or a Paragraph 5 Non-approval Termination, or pursuant to Section 12(a) above as a result of the Court's issuance of an order described in clause (i) of such Section (unless such order shall provide for relief in lieu of the relief provided for in this paragraph), Party A1 and Party A2 may, subject to the following sentence, object to the applicability of Sections 4.10 (clause vii) or 7.8(d) of the proposed plan of rehabilitation for FGIC filed by the Rehabilitator with the Court in the Proceeding on September 27, 2012 (the "**Proposed Plan**"), Article II of the Restructured Policy Terms (as defined in the Proposed Plan) or, if and to the extent applicable, any revisions to the terms or conditions of the Proposed Plan (including the Restructured Policy Terms) made by the Rehabilitator after November 14, 2012 that in any way relate to amounts described in clause (vii) of Section 4.10 or actions prohibited by Section 7.8(d) of the Proposed Plan (collectively, the "**Contested Plan Provisions**") by filing such an objection (a "**Contested Provision Objection**") with the Court and serving a copy of the Contested Provision Objection upon Weil, Gotshal & Manges LLP, attn.: Gary T. Holtzer and Joseph T. Verdesca, 767 Fifth Avenue, New York, NY 10153, fax: (212) 310-8007, gary.holtzer@weil.com, joseph.verdesca@weil.com, attorneys for the Rehabilitator ("**Counsel to the Rehabilitator**"), so that the Contested Provision Objection is received on or before the thirtieth day after the effective date of the termination of this Termination Agreement. In the event Party A1 and Party A2 so file any Contested Provision Objection, (i) FGIC and the Rehabilitator shall retain all rights to respond to and dispute such Contested Provision Objection and (ii) the Contested Plan Provisions, assuming the Plan Effective Date has occurred (and, prior to the occurrence of the Plan Effective Date, the corresponding provisions under the Rehabilitation Order), shall continue to apply to Party A1 and Party A2 until such time, if any, as a final, non-appealable order is entered by the Court providing that the Contested Plan Provisions or the corresponding provisions under the Rehabilitation Order, as applicable, shall not apply to such Parties. Furthermore, in the event that this Termination Agreement so terminates, notwithstanding anything to the contrary in the Proposed Plan but subject to Section 7.8(d) of the Proposed Plan (unless and except to the extent such provision is determined by a final, non-appealable order entered by the Court to not be applicable as to Party A1 and Party A2 pursuant to the procedures set forth in this paragraph (or, prior to the occurrence of the Plan Effective Date, the corresponding provisions under the Rehabilitation Order are determined by such an order entered by the Court to not be applicable as to such Parties)), Party A1 and Party A2 shall have the latest of the following dates to submit claims under, in accordance with and subject to the terms and conditions of each applicable CDS Contract (other than any time limitation for delivery of a Credit Event Notice or other notification) and Policy and in accordance with the prohibitions, restrictions, requirements, procedures and other terms and conditions (to the extent not in conflict with the following clauses (x), (y) and (z), as applicable) then set forth in the Rehabilitation Order and the Proposed Plan or, following the Plan Effective Date, the Plan: (x) the applicable deadlines for submitting claims set forth in the Plan; (y) if Party A1 and Party A2 file a Contested Provision Objection, thirty days after an order of the Court that disposes of such Contested Provision Objection becomes a final, non-appealable order; and (z) if Party

A1 and Party A2 do not file a Contested Provision Objection, sixty days after the effective date of the termination of this Termination Agreement.

Following the date on which the Court shall have issued the Plan Approval Order and this Termination Agreement shall have terminated pursuant to Section 12(b) above as a result of any Party A Termination Event, Party A1 and Party A2 may object to the Contested Plan Provisions (as defined in Annex B hereto) as may be and to the extent authorized by the Plan Approval Order, subject to the Plan Approval Order including a paragraph substantially in the form attached hereto as Annex B (such paragraph substantially in the form attached hereto as Annex B and the paragraph immediately preceding this paragraph each being a “**Relief Paragraph**”), including filing a “Paragraph 5 Objection” as defined in and subject to the express terms and conditions of such paragraph substantially in the form so attached.

Notwithstanding anything to the contrary contained in this Termination Agreement, following the later to occur of this Termination Agreement’s termination pursuant to this Section 12 for any reason and the occurrence of a Proceeding Conversion, Party A1 and Party A2 shall have, without restriction hereunder, all the rights then available to them in a liquidation pursuant to Article 74, provided that FGIC and the Rehabilitator shall retain all rights to respond to and dispute any such rights.

13. Court Order and Objections: Unless and until this Termination Agreement shall have terminated in accordance with Section 12 above, FGIC shall use its commercially reasonable efforts to seek to facilitate the issuance of the Court Order with respect to this Termination Agreement and, following such issuance, the occurrence of the Termination Effective Date. Furthermore, unless and until this Termination Agreement shall have terminated in accordance with Section 12 above and provided that the Rehabilitator shall file with the Court the revised proposed Plan Approval Order contemplated by Section 4(vi)(x) above, Party A1 and Party A2 shall not file any objection with the Court contemplated by Paragraph 4 of the Order to Show Cause issued by the Court on September 28, 2012, file any objection with the Court or seek any other relief or modification contemplated by either of the Relief Paragraphs, or otherwise file any objection with respect to the Proceeding or the Plan that relates to any Transaction, Transaction Document, this Termination Agreement or any transactions contemplated hereby or any terms or conditions hereof, including, without limitation, any objections to the Contested Plan Provisions; provided, however, that if and to the extent (i) any revisions to the prohibitions, restrictions, requirements, procedures or other terms or conditions of the Proceeding are made by the Rehabilitator after November 14, 2012 that in any way relate to Termination Payments (as defined in the Rehabilitation Petition referred to in the Rehabilitation Order) or actions prohibited by Paragraph 13 of the Rehabilitation Order (collectively, not including any Contested Plan Provisions as defined herein or in Annex B hereto, the “**Contested Proceeding Provisions**”), and (ii) a deadline is established in the Proceeding for filing objections with respect to any Contested Proceeding Provisions, and the failure of Party A1 and Party A2 to file such an objection prior to such deadline would result in their losing the ability to file such an objection, Party A1 and Party A2 may, prior to the Plan Effective Date, object to such Contested Proceeding Provisions by filing such objection with the Court and serving a copy of such objection upon Counsel to the Rehabilitator as specified in the second paragraph of Section 12(c) above, so that such objection is received on or before the later of (x) the thirtieth day after this Termination Agreement shall have terminated in accordance with Section 12 above and (y) such date as established by the Court for filing such objection.

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14. Interpretation: For purposes of this Termination Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Termination Agreement as a whole unless otherwise indicated, and the word “including” shall be read to mean “including without limitation.” Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. All terms defined herein in the singular shall have the same meaning when used in the plural; all terms defined herein in the plural shall have the same meaning when used in the singular.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and effective as of the date first above written.

Yours sincerely,

[Redacted signature]

By: [Redacted]
Name: [Redacted]
Title: [Redacted]

[Redacted signature]

By: [Redacted]
Name: [Redacted]
Title: [Redacted]

[Redacted signature]

Confirmed as of the date first above written:

FGIC CREDIT PRODUCTS LLC

By: _____
Name:
Title:

14. Interpretation: For purposes of this Termination Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Termination Agreement as a whole unless otherwise indicated, and the word “including” shall be read to mean “including without limitation.” Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. All terms defined herein in the singular shall have the same meaning when used in the plural; all terms defined herein in the plural shall have the same meaning when used in the singular.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and effective as of the date first above written.

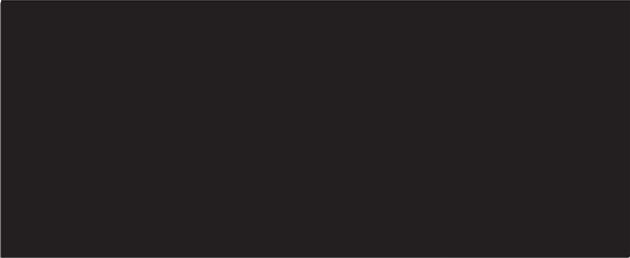
Yours sincerely,



By: _____
Name:
Title:



By: _____
Name:
Title:



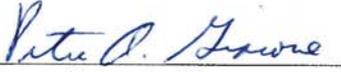
Confirmed as of the date first above written:

FGIC CREDIT PRODUCTS LLC

By: 
Name: John S. Dubel
Title: CEO

FINANCIAL GUARANTY INSURANCE COMPANY,
the Credit Support Provider

By: BENJAMIN M. LAWSKY
Superintendent of Financial Services of the State of New York, as Rehabilitator of Financial Guaranty
Insurance Company

By: 
Name: Peter A. Giacone
Title: Chief Financial Officer
and Agent of Benjamin M.
Lawsky, Superintendent of
Financial Services of the State of
New York, as Rehabilitator of Financial
Guaranty Insurance Company

Annex A

	Reference Entity	Reference Obligation	Date of Master Agreement	Date of Confirmation	Trade Date	Effective Date	FGIC's Financial Guaranty Insurance Policy Number
1.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Annex B

5. In the event FGIC or a counterparty to any CDS Commutation Agreement effectively terminates such CDS Commutation Agreement in accordance with its terms as a result of one of the events specified therein that gives rise to a counterparty's ability to file a Paragraph 5 Objection (as defined below) pursuant to this Paragraph 5 (such terminated CDS Commutation Agreement being a "**Paragraph 5 CDS Commutation Agreement**"), then, following the effective date of such termination, each counterparty that so terminated such CDS Commutation Agreement or, if such CDS Commutation Agreement was terminated by FGIC, each counterparty to such CDS Commutation Agreement may, subject to the following sentence, object to the applicability of Sections 4.10 (clause vii) or 7.8(d) of the Plan, Article II of the Restructured Policy Terms or, if and to the extent applicable, any revisions to the terms or conditions of the Plan (including the Restructured Policy Terms) made by the Rehabilitator after November 14, 2012 that in any way relate to amounts described in clause (vii) of Section 4.10 or actions prohibited by Section 7.8(d) of the Plan (collectively, the "**Contested Plan Provisions**") (each such counterparty filing such an objection being an "**Objecting Counterparty**") by filing such an objection (a "**Paragraph 5 Objection**") with this Court and serving a copy of the Paragraph 5 Objection upon Weil, Gotshal & Manges LLP, attn.: Gary T. Holtzer and Joseph T. Verdesca, 767 Fifth Avenue, New York, NY 10153, fax: (212) 310-8007, gary.holtzer@weil.com, joseph.verdesca@weil.com, attorneys for the Rehabilitator, so that the Paragraph 5 Objection is received on or before the thirtieth (30th) calendar day after the effective date of the termination of the Paragraph 5 CDS Commutation Agreement. In the event an Objecting Counterparty so files any Paragraph 5 Objection, (i) FGIC and (to the extent the Paragraph 5 Objection is filed prior to the Effective Date) the Rehabilitator shall retain all rights to respond to and dispute such Paragraph 5 Objection and (ii) the Contested Plan Provisions shall continue to apply to such Objecting Counterparty until such time, if any, as a Final Order is entered by this Court providing that the Contested Plan Provisions shall not apply to such counterparty. Furthermore, notwithstanding anything to the contrary in the Plan, but subject to Section 7.8(d) of the Plan (unless and except to the extent such provision is determined by Final Order to not be applicable as to any Objecting Counterparties pursuant to the procedures set forth in this Paragraph 5), any counterparty with respect to which a Paragraph 5 CDS Commutation Agreement shall have terminated shall have the latest of the following dates to submit Claims under, in accordance with and subject to the terms and conditions of any FGIC Contracts to which such Paragraph 5 CDS Commutation Agreement relates and in accordance with the prohibitions, restrictions, requirements, procedures and other terms and conditions (to the extent not in conflict with the following clauses (x), (y) and (z), as applicable) then set forth in the Plan: (x) the applicable deadlines for submitting Claims set forth in the Plan; (y) if such counterparty files a Paragraph 5 Objection, thirty (30) calendar days after an order of this Court that disposes of such Paragraph 5 Objection becomes a Final Order; and (z) if such counterparty does not file a Paragraph 5 Objection, sixty (60) calendar days after the effective date of the termination of the Paragraph 5 CDS Commutation Agreement by such counterparty or FGIC.