

Attachment H

CDS Commutation Agreement 2

Dated as of: July 19, 2012

To: FGIC Credit Products LLC
and
Financial Guaranty Insurance Company

Attention: John S. Dubel
Facsimile no.: (212) 312-3221

Re: **Termination Agreement**

Ladies and Gentlemen:

The purpose of this termination agreement dated as of July 19, 2012 (this "**Termination Agreement**") is to set forth the terms and conditions of, and to effect, the termination in whole of (i) each of the derivative transactions between [REDACTED] ("**Party A**") and FGIC Credit Products LLC ("**Party B**"), which transactions are set forth in Annex A hereto (each being a "**Transaction**"), (ii) the related ISDA Master Agreements referred to in Annex A hereto (each such ISDA Master Agreement, including the Schedule related thereto and as amended, being a "**Master Agreement**") and the respective Confirmations related thereto, which are referred to in Annex A hereto (each as amended being a "**Confirmation**, and together with the related Master Agreement being a "**CDS Contract**"), and (iii) each surety bond issued by Financial Guaranty Insurance Company ("**FGIC**"), together with all endorsements thereto, in favor of Party A in connection with any Transaction (each being a "**Surety Bond**" and collectively, together with the Master Agreements, the Confirmations and all other agreements between the parties hereto relating to the respective Transactions, being the "**Transaction Documents**"). Accordingly, in consideration of the mutual representations, warranties, agreements and covenants contained in this Termination Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto hereby agree as follows:

1. Termination: Effective as of the Termination Effective Date (as defined below), subject to FGIC having paid to Party A the Payment Amount (as defined in Section 2 below) but without need for any further action, each of the Transactions, the Transaction Documents and the respective rights, obligations and liabilities of Party A, Party B and FGIC and of their respective affiliates, successors, stockholders, directors, officers, employees, advisors, representatives, attorneys 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, and each party hereto hereby releases each other party hereto and its affiliates, successors, stockholders, directors, officers, employees, advisors, representatives, attorneys and agents from all obligations, claims and liabilities of any kind or nature, and whether based in contract, tort or otherwise, 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. Each party hereto hereby acknowledges and agrees that from and after the Termination Effective Date, subject to FGIC having paid the Payment Amount to Party A and except with respect to the respective representations, warranties and agreements of the parties hereto 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

(including without limitation any Fixed Amount, Additional Fixed Amount I, Floating Amount, Cash Settlement Amount, Makewhole Amount or Covered Avoided Payment (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 make-whole 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 are or will thereafter be owed to it by any other party hereto under or in connection with any of the Transaction Documents or otherwise in connection with any of the Transactions. Accordingly, effective as of the Termination Effective Date, subject to FGIC having paid the Payment Amount to Party A, each Surety Bond is hereby cancelled and Party A shall promptly return each Surety Bond to FGIC; provided, however, that any failure by Party A to return a Surety Bond shall not affect its cancellation hereunder.

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

“**Court Order**” means that the Court shall have issued an order in the Proceeding, which approves the consummation of the transactions contemplated by this Termination Agreement, including FGIC’s payment of the Payment Amount as described in Section 2 below.

“**Proceeding**” means the rehabilitation proceeding relating to FGIC under Article 74 of the New York Insurance Law (“**Article 74**”), commenced under and pursuant to the Rehabilitation Order, as such proceeding may be modified or superseded under or pursuant to Article 74.

“**Rehabilitation Order**” means the Order of Rehabilitation signed by the Honorable Doris Ling-Cohan of the Court on June 28, 2012 in the Matter of the Rehabilitation of Financial Guaranty Insurance Company, Index No. 401265/2012.

“**Rehabilitator**” means the Superintendent of Financial Services of the State of New York, as rehabilitator of FGIC appointed under and pursuant to the Rehabilitation Order.

“**Termination Effective Date**” means the latest to occur of (i) the date of the Court Order, (ii) if applicable, 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 or (iii) if applicable, 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 as applicable.

2. Payment Obligation: In consideration of the terminations, discharges and releases effected by Section 1 hereof, subject to the Termination Effective Date having occurred, FGIC will make a cash payment to Party A, no later than one business day after the Termination Effective Date, of an aggregate amount equal to US\$1,500,000 in immediately available funds (the “**Payment Amount**”) to the following account set forth for Party A:

Correspondent Bank: [REDACTED]
ABA No: [REDACTED]
SWIFT: [REDACTED]
Favour: [REDACTED]
Account Number [REDACTED]

3. Confidentiality: (a) Each party hereto hereby agrees not to disclose, or allow any other person to disclose, to any person that this Termination Agreement or any other termination agreement has been discussed or entered into by the parties hereto, or any of the terms, conditions or other facts with respect to this Termination Agreement or any such other agreement or the subject matter hereof or thereof, including the status hereof or thereof (collectively, “**Confidential Information**”). Notwithstanding the foregoing, each party hereto may:

- (i) disclose any Confidential Information (w) 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, 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; (x) to any governmental or regulatory authorities or agencies with actual or asserted authority over such party and their respective counsel and professional advisors, and to any rating agencies, 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; (y) to the extent required by applicable law, rule or regulation or legally compelled by deposition, subpoena, court order or action by a governmental agency; provided that such party, to the extent lawfully permitted to do so, makes a reasonable effort to provide the other parties hereto with prompt notice to that effect and, if either such other party seeks to obtain a protective order concerning such information, reasonably cooperates with such other party, at the sole expense of such other party; 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, in the case of FGIC, in connection with the conduct of the Proceeding; 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.

(b) Confidential Information does not include any information that is or becomes generally known to the public (other than due to a breach of this Section 3 by any party hereto).

4. Representations: Each party hereto hereby represents and warrants 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 (A) 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 or authority (including without limitation the Rehabilitator or his designee pursuant to and as contemplated by the Rehabilitation Order) that has not been obtained, provided or made, as applicable; (B) does not and will not violate, conflict with or result in the breach of any provision of its organizational or governance documents; and (C) does not and will not result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage, indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party, which would materially adversely affect its ability to carry out its obligations under and otherwise observe this Termination Agreement, except, in the case of FGIC with respect to each of subclauses (A), (B) and (C), FGIC's obligation to pay any 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;
- (iii) this Termination Agreement is the legal, valid and binding obligation and agreement 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 (w) insured and uninsured asset-backed securities, (x) derivative instruments, (y) issuers and investment funds whose assets consist principally of insured and uninsured asset-backed securities, derivative instruments, bonds, loans and/or other types of financial assets and (z) other instruments similar to the Transaction Documents and the Reference Obligations (as defined in the respective Confirmations);
- (v) other than, in the case of FGIC, the Proceeding and any objections, claims or other proceedings that may hereafter be filed in or in connection with the Proceeding, no action by or against it is pending or, to its knowledge, threatened, which could reasonably be expected to affect the legality, validity or enforceability of this Termination Agreement or the consummation of the transactions contemplated hereby;
- (vi) such party believes that it will derive economic benefit from this Termination Agreement and the transactions contemplated hereby and that it is receiving fair and sufficient consideration for entering into this Termination Agreement;
- (vii) in the case of Party A, (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 such Party A has any right, title or interest is listed on Annex A hereto and (y) it (1) is the only beneficiary with any right, title or interest in, to or under any Transaction Documents or otherwise with respect to any Transaction, (2)

has 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

- (viii) in the case of Party B and FGIC, upon payment of the Payment Amount to Party A, they shall be deemed to have represented and warranted to Party A that the Court Order shall have been issued and any conditions therein shall have been satisfied or waived, as applicable.

5. Acknowledgements: Each party hereto acknowledges that each other party hereto may have had access to certain information relating to any of the Transaction Documents, any Reference Obligations and the respective issuers thereof, any Reference Obligation Document(s) (as defined in the respective Confirmations) or other documents relating to any Reference Obligations, other parties with respect to the transactions to which any Reference Obligation relates, and the assets included in such transactions which is not available to the other parties hereto or other holders of securities issued in such transactions. In addition, each party hereto acknowledges that each other party hereto 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 hereto acknowledges and agrees that it has had access to such financial, operating and other information concerning the Transaction Documents, the Reference Obligations and the respective issuers thereof, the Reference Obligation Document(s) or other documents relating to any Reference Obligations, other parties with respect to the transactions to which the Reference Obligation relates, the assets included in such transactions and the other parties hereto 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 hereto. Each party hereto is represented by, and has consulted with, its own legal and other advisors to the extent it has deemed necessary.

6. No Admission of Liability: The parties hereto 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 hereto of any liability for any claims or any indication that any claims or allegations made against any party hereto 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 and any action to enforce the terms hereof.

7. Entire Agreement: This Termination Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof (it being understood that this Termination Agreement shall not affect the Confidentiality Agreement dated as of October 21, 2009, as amended from time to time (the "**Confidentiality Agreement**"), among FGIC, [REDACTED] and certain other parties thereto, or any obligations, terms or agreements thereunder, except that from and after the date hereof, Party A and [REDACTED] shall not disclose or discuss any Evaluation Material to or with any other Receiving Party or any Representative thereof (in each case as such term is defined in the Confidentiality Agreement), and at any time after the date hereof, FGIC or [REDACTED] may notify Clifford Chance US LLP, as counsel to certain other parties to the Confidentiality Agreement, that Evaluation Material may no longer be disclosed to or discussed with [REDACTED] or any of its Representatives by any such parties or any Representatives thereof). FGIC will continue to provide [REDACTED] periodic updates under the Confidentiality Agreement, upon the request of [REDACTED] from time to time (which may be made quarterly or at such additional times as may be reasonably requested by [REDACTED]), regarding the status of the Proceeding. If it is determined that this Termination Agreement should be filed with the Court in the Proceeding, FGIC shall request the Rehabilitator to redact from the version of this Termination Agreement filed with

the Court the identification of Party A set forth in the first paragraph of this Termination Agreement, the account information for Party A set forth in Section 2 above, the specific reference to [REDACTED] in this Section 7 and the term [REDACTED] each time it appears in this Termination Agreement, the name of Party A set forth on the signature pages hereof and the information set forth in Annex A hereto (collectively, the “**Redacted Information**”), in each case unless otherwise required by the Court. If it is determined that this Termination Agreement should be filed with the Court in the Proceeding in unredacted form, FGIC shall request the Rehabilitator to seal the Redacted Information to the extent permitted by the Court.

8. Governing Law: This Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws doctrine.

9. Jurisdiction; Trial by Jury Waived: Each party hereto 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 hereto 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. Standstill: Subject to Section 11 below, each party hereto 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 hereto, and no party hereto may make any claim or demand on or against any other party hereto 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 Transaction 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 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 occurs prior to such bar date under and as defined in either CDS Contract and Party A would have the right to deliver to Party B a Credit Event Notice thereunder with respect to such Credit Event but for the preceding sentence, then Party A may, at any time during the 10 day period preceding such bar date (giving effect to any extension from time to time), (x) deliver to Party B such Credit Event Notice and all related information required under such CDS Contract and (y) file a claim with respect to such Credit Event under the related Surety Bond, in each case of subclauses (x) and (y) in accordance with the terms and conditions of such CDS Contract and Surety Bond, respectively, and subject to all applicable restrictions, requirements and procedures then in effect in the Proceeding (including with respect to submission and approval of claims), provided that (1) unless and until this Termination Agreement is terminated pursuant to Section 11 below, no CDS Payment will be paid by any party hereto and no such delivery of a Credit Event Notice 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 (2) in the event the Termination Effective Date occurs, all such

notices and claims shall be fully satisfied by FGIC's payment of the Payment Amount to Party A and no amount shall be owed by Party B or FGIC other than the Payment Amount pursuant to Section 2 above, subject to the following sentence. In the event that, for any reason, FGIC's payment of the Payment Amount pursuant to Section 2 is revoked or avoided by an order of any court of competent jurisdiction, or Party A is otherwise required by any such order to return such payment, and in any such case such payment is in fact returned by Party A to FGIC, then (A) all notices and claims delivered or filed by Party A, if any, with respect to any Credit Event in accordance with the preceding sentence will be reinstated and (B) the respective rights and obligations of Party A, Party B and FGIC under this Termination Agreement and the Transaction Documents (subject to the terms and conditions of Sections 10 and 11 hereof) will be restored as if the Termination Effective Date had not occurred.

11. Termination of Agreement: This Termination Agreement may, at the option of Party A or FGIC, be terminated by giving not less than ten days' prior written notice to the other parties hereto, at any time after the earlier to occur of (i) the last day of the eighteen month period commencing on the date of this Termination Agreement, unless 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 (ii) the issuance by the Court in the Proceeding of an order denying approval of the consummation of the transactions contemplated by this Termination Agreement, provided in any such case that the provisions of the following paragraph shall survive any such termination. If the Court so issues any such order, FGIC will notify Party A of such issuance promptly upon obtaining knowledge thereof.

Notwithstanding anything to the contrary contained herein, in the event that this Termination Agreement terminates pursuant to this Section 11, as of the effective date of such termination (i) the terms, conditions and provisions of this Termination Agreement (other than this paragraph) shall have no further force or effect and (ii) the parties hereto 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 (other than any non-payment of any CDS Payment) and are continuing on the effective date of such termination.

12. 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.

13. 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."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Yours sincerely,

[Redacted signature]

By [Redacted signature]

Name: [Redacted]
Title: [Redacted]

By: [Redacted signature]

Name: [Redacted]
Title: [Redacted]

Confirmed as of the date first above written:

FGIC CREDIT PRODUCTS LLC

By: _____
Name:
Title:

FINANCIAL GUARANTY INSURANCE COMPANY,
the Credit Support Provider

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

By: _____
Name: Jonathan L. Bing
Title: Special Deputy Superintendent and Agent of Benjamin M. Lawsky,
Superintendent of Financial Services of the State of New York, in his capacity as
Rehabilitator of Financial Guaranty Insurance Company

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

Yours sincerely,

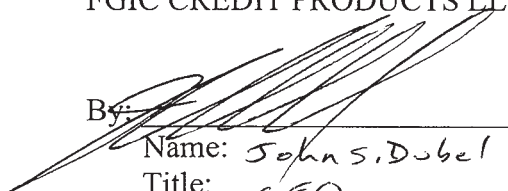
[Redacted Signature]

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, in his capacity as
Rehabilitator of Financial Guaranty Insurance Company

By: _____
Name: Jonathan L. Bing
Title: Special Deputy Superintendent and Agent of Benjamin M. Lawsky,
Superintendent of Financial Services of the State of New York, in his capacity as
Rehabilitator of Financial Guaranty Insurance Company

IN WITNESS WHEREOF, the parties hereto 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:

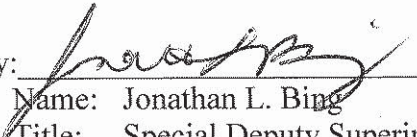
Confirmed as of the date first above written:

FGIC CREDIT PRODUCTS LLC

By: _____
Name:
Title:

FINANCIAL GUARANTY INSURANCE COMPANY,
the Credit Support Provider

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

By: 
Name: Jonathan L. Bing
Title: Special Deputy Superintendent and Agent of Benjamin M. Lawsky,
Superintendent of Financial Services of the State of New York, in his capacity as
Rehabilitator of Financial Guaranty Insurance Company

Annex A

Reference Entity	Reference Obligation	Date of ISDA Master Agreement	Date of Confirmation	Trade Date	Effective Date	Surety Bond Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]