Attachment E – 1

Blackline of Proof of Policy Claim Form

PROOF OF POLICY CLAIM FORM

Date: [_____]

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
Attention: Surveillance
Email: sfsurv@fgic.com
Facsimile: (212) 312-2774

Reference Policy Number: [_____]

Reference is made to (i) the order, dated [   ], 201~~2~~3 (the "**Plan Approval Order**") approving that certain <u>First Amended</u> Plan of Rehabilitation for Financial Guaranty Insurance Company (together with all exhibits and supplements thereto, as the same may be modified from time to time, the "**Plan**"), dated ~~S~~<u>Dep</u>t~~c~~ember 1~~2~~7, 2012, (ii) the attached claim schedule (the "**Claim Schedule**"), which includes detailed information about one or more claims (each a "**Claim**" and collectively, the "**Claims**") made pursuant to this Proof of Policy Claim Form[1] and (iii) the Policy issued by Financial Guaranty Insurance Company ("**FGIC**") (as modified by the Plan), which is identified above and on the Claim Schedule, and which insures the insured obligation identified on the Claim Schedule (the "**Insured Obligation**").

The undersigned (on behalf of its principal, if the undersigned is acting as an agent for the Policyholder) hereby certifies, represents and warrants as follows:

<u>1.</u>   ~~1.~~   The undersigned (or its principal, if the undersigned is acting as an agent for the Policyholder) is the Policyholder under the Policy and is entitled, under and in accordance with the terms and conditions of the Policy (as modified by the Plan) with respect to the Insured Obligation, to submit the Claims for the amount specified in the Claim Schedule. Neither the Policy, the Claims or any portion thereof or any right or interest therein, nor any claim, contention, demand, or cause of action relating to the Policy and/or any Claim or any portion of any recovery or settlement related thereto has been sold, granted, transferred, assigned or encumbered, including, without limitation, by subrogation, by operation of law, under contract or otherwise.

~~2.~~   ~~The information set forth on the Claim Schedule is true, correct and complete as of the date of this Proof of Policy Claim Form. Subject to Section 7.5(b) of the Plan, the undersigned undertakes that it will promptly provide to FGIC all information necessary or reasonably requested by FGIC to enable FGIC to evaluate any of the Claims, including, but not limited to, providing: (i) all~~

---

[1] Capitalized terms not defined herein have the meanings ascribed to them in the Plan.

~~documents and data relevant to determining whether and in what amount any of the Claims should be Permitted, (ii) guidance relating to the methodology and process involved in the calculation of any of the Claims, and (iii) any other assistance reasonably requested by FGIC in connection therewith.~~

2. ~~3.~~ The "Total Claim Amount" set forth on the Claim Schedule with respect to the Insured Obligation (the "**Total Claim Amount**") is due for payment pursuant to the terms of the Policy (as modified by the Plan) and the contracts and instruments relating to or governing the Insured Obligation. ~~The Total Claim Amount does not include any (i) interest on any Claim to the extent accruing or maturing on or after June 28, 2012, (ii) interest on the amount of any interest, principal or other amounts payable in respect of the Insured Obligation, which was the subject of a Permitted Policy Claim and satisfied with DPO rather than Cash pursuant to Section 2.3 of the Plan, (iii) punitive, consequential, special or exemplary damages, (iv) fine, penalty, tax or forfeiture, including default or penalty interest or interest on interest purported to be imposed on any Claim or on the Insured Obligation, if any, (v) payment obligation of FGIC or underlying obligation or risk of loss insured by FGIC that has, in either case, been released, satisfied, terminated, commuted, novated or otherwise extinguished (pursuant to the Plan or otherwise), (vi) award or reimbursement of attorneys' fees or related expenses or disbursements on, or in connection with, any Claim, (vii) amount payable in respect of the termination of a CDS or other swap agreement in contravention of Section 7.8(d) of the Plan (whether calculated on the basis of "Market Quotation," "Loss," "Close-out Amount" or other methodologies), (viii) any Claim or portion thereof that is a Duplicate Claim or (ix) any Claim or portion thereof arising directly or indirectly from any of the foregoing.~~

3. ~~4.~~ The undersigned has not from and after the Effective Date made a claim or demand for payment under the Policy in respect of amounts due on the Insured Obligation, except as otherwise specified in an addendum to this Proof of Policy Claim Form submitted by the Policyholder herewith.

Check the box below if the undersigned is attaching an addendum to this Proof of Policy Claim Form listing any previously submitted Claims under the Policy:

[   ] The undersigned hereby agrees that the list of previously submitted Claims identified in the addendum to this Proof of Claim Form does not constitute a new Claim and is being included for informational purposes only.

4. ~~5.~~ As of the date of this Proof of Policy Claim Form, no FGIC Payments are owed to FGIC by the undersigned with respect to the Policy that have not been paid to FGIC other than the following FGIC Payments:
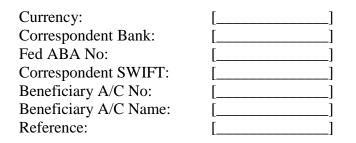
Amount: $ _____

Description: _____

~~6.~~ ~~*Check the box below if the Policyholder is a trustee and/or agent for the beneficial holder(s) of the Insured Obligation:*~~
~~[   ] The undersigned is a trustee and/or agent for the beneficial holder(s) of the Insured Obligation and hereby agrees that, following receipt of any Cash payment by FGIC in respect of any Permitted Claim, it shall (i) cause such funds to be distributed in accordance with the provisions of the underlying trust indenture, bond resolution, instrument or contract relating to the Insured Obligation and (ii) maintain an accurate record of such payments.~~

5.   ~~7.~~   The undersigned has duly completed and submitted to FGIC any document(s) and information required to be submitted by the Policy in the form specified by the Policy.

Check the box below if the undersigned is attaching any such documents or other information:

[ ] The undersigned hereby confirms that all conditions to the receipt of the Total Claim Amount, including the completion and submission of any required document(s) and information, have been satisfied, and the aggregate amount claimed in any such document(s) is equal to the Total Claim Amount.

The undersigned hereby requests that the portion of the Total Claim Amount to be paid by FGIC in Cash be made to the following account by bank wire transfer or other immediately available funds:

Currency:	[_____]
Correspondent Bank:	[_____]
Fed ABA No:	[_____]
Correspondent SWIFT:	[_____]
Beneficiary A/C No:	[_____]
Beneficiary A/C Name:	[_____]
Reference:	[_____]

[   ] *Check this box if the wire transfer instructions have changed from those previously submitted to FGIC.*

Without prejudice to (i) the terms and provisions of the Policy (as modified by the Plan) and any other related underlying instrument(s) or contract(s), (ii) the terms and provisions of the Plan and (iii) any assignment previously executed, whether pursuant to a Proof of Policy Claim Form or otherwise, the undersigned, with full power and authority, hereby assigns to FGIC all of its rights, title and interests (or, if it is acting as the agent of the Policyholder, the rights, title and interest of its principal), including rights, title and interests held by it on behalf of the beneficial owners of the Insured Obligation, if any, with respect to the Insured Obligation, to the extent of any payments by FGIC with respect to such Insured Obligation. The foregoing assignment is in

addition to, and not in limitation of, rights of subrogation and/or reimbursement otherwise available to FGIC in respect of such payments, including by way of the Plan. ~~Subject to~~Without limiting any rights of the undersigned under Section 7.5(b) of the Plan, the undersigned shall take such action and deliver such instruments as may be reasonably requested or required by FGIC to effectuate the purpose or provisions of the foregoing assignment.

The following two (2) officers or employees of the Policyholder are authorized to receive communications and provide additional information concerning the Claims:

1.   Name _____
       Address _____

       _____

       Phone number _____
       E-mail _____

2.   Name _____
       Address _____

       _____

       Phone number _____
       E-mail _____

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD FGIC OR ANOTHER PERSON FILES A PROOF OF POLICY CLAIM FORM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS ANY INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT ACT WHICH MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTY.

If executed by the Policyholder: **[_____],**
As Policyholder

By: _____
Name:
Title:

If executed by an Agent for the Policyholder: **[_____],**
As Policyholder

By: _____
As Agent for the Policyholder

By: _____
Name:
Title:

CLAIM SCHEDULE   **DATE**: _____

Policy Number:[1]	Policyholder:
Issuer:	
Contact 1 Name:[2]	Contact 1 Firm Name:
Contact 1 Phone:	Contact 1 eMail:
Contact 2 Name:	Contact 2 Firm Name:
Contact 2 Phone:	Contact 2 eMail:
Title of Insured Obligation (name of bond/other):	Short Name:

Distribution Date:[3]	Claim Period:[4]	Principal Amount Due On Insured Obligation on Distribution Date	Interest Amount Due on Insured Obligation on Distribution Date	Pre-Commencement Date Interest On Unpaid Claim	Other Amount	Total Claim Amount[5]

[1] Please use a separate Proof of Policy Claim and Claim Schedule for the Claims arising under each separate Policy. Claims relating to more than one class of bonds or certificates that are all insured under the same Policy should all be included in a single Claim Schedule. Claims that are in the same class of bonds or certificates that are all insured under the same Policy, but have multiple Distribution Dates should also all be included in a single Claim Schedule.

[2] Please supply the contact information for two (2) officers or employees of the Policyholder who are authorized to receive communications and provide additional information concerning the Claims.

[3] "Distribution Date" is the date on which principal and/or interest is due for payment with respect to the Insured Obligation as provided by the indenture, servicing agreement or other operative document. If Claims arose from amounts payable on more than five Distribution Dates, append an extended Claim Schedule spreadsheet in the same format.

[4] The "Claim Period" is the period in respect of which payments are due on the stated Distribution Date as provided by the indenture, servicing agreement or other operative document.

[5] The Total Claim Amount may not include any (i) interest on any Claim to the extent accruing or maturing on or after June 28, 2012, (ii) interest on the amount of any interest, principal or other amounts payable in respect of the Insured Obligation, which was the subject of a Permitted Policy Claim and satisfied with DPO rather than Cash pursuant to Section 2.3 of the Plan, (iii) punitive, consequential, special or exemplary damages, (iv) fine, penalty, tax or forfeiture, including default or penalty interest or interest on interest purported to be imposed on any Claim or on the Insured Obligation, if any, (v) payment obligation of FGIC or underlying obligation or risk of loss insured by FGIC that has, in either case, been released, satisfied, terminated, commuted, novated or otherwise extinguished (pursuant to the Plan or otherwise), (vi) award or reimbursement of attorneys' fees or related expenses or disbursements on, or in connection with, any Claim, (vii) amount payable in respect of the termination of a CDS or other swap agreement in contravention of Section 7.8(d) of the Plan (whether calculated on the basis of "Market Quotation," "Loss," "Close-out Amount" or other methodologies), (viii) any Claim or portion thereof that is a Duplicate Claim or (ix) any Claim or portion thereof arising directly or indirectly from any of the foregoing.