

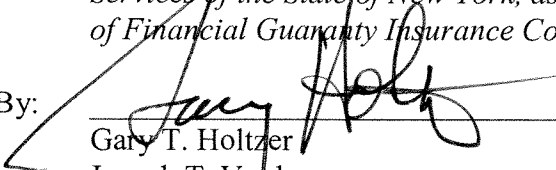
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
: Index No. 401265/2012
:
In the Matter of the Rehabilitation of : Doris Ling-Cohan, J.
FINANCIAL GUARANTY INSURANCE :
COMPANY. : Motion Sequence No. 14
:
: **NOTICE OF ENTRY**
----- X

PLEASE TAKE NOTICE that the attached is a true and correct copy of an Order of the Honorable Doris Ling-Cohan in the above-captioned action, dated April 23, 2013, approving the Termination Agreement to be entered into by and among Financial Guaranty Insurance Company, Ancora (RCH) Pty Ltd, Childrens Health Partnership Holdings Pty Ltd as trustee of the CHP Holdings Unit Trust, Childrens Health Partnership Pty Ltd as trustee of the CHP Unit Trust and other parties, which Order was entered in the office of the County Clerk for the County of New York on April 25, 2013.

Dated: April 26, 2013
New York, New York

Weil, Gotshal & Manges LLP
Attorneys for the Superintendent of Financial Services of the State of New York, as Rehabilitator of Financial Guaranty Insurance Company

By: 

Gary T. Holtzer
Joseph T. Verdesca
767 Fifth Avenue
New York, NY 10153
(212) 310-8000

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: LING-COHAN
Justice

PART 36

Revised

*FINANCIAL GUARANTY
INSURANCE COMPANY*

RE:

INDEX NO.

40/265/12

MOTION DATE

MOTION SEQ. NO.

14

MOTION CAL. NO.

The following papers, numbered 1 to _____ were read on this motion to/for _____

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits _____

Replying Affidavits _____

PAPERS NUMBERED

Cross-Motion: Yes No

Upon the foregoing papers, it is ordered that this motion

*is granted as
per attached order.*

FILED

APR 25 2013

COUNTY CLERK'S OFFICE
NEW YORK

Dated:

4/23/13

[Signature]
JUDGE DORIS LING-COHAN, J.S.C.

Check one: FINAL DISPOSITION NON-FINAL DISPOSITION

Check if appropriate: DO NOT POST REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE _____ FOR THE FOLLOWING REASON(S):

MS # 14
Other

AT IAS PART 36 OF THE SUPREME COURT
OF THE STATE OF NEW YORK, COUNTY OF
NEW YORK, AT THE COURTHOUSE,
60 CENTRE STREET, IN THE COUNTY, CITY
AND STATE OF NEW YORK, ON THE 23rd DAY
OF April, 2013

FILED

PRESENT:
HON. DORIS LING-COHAN, J.S.C.

APR 25 2013

Index No. 401265/2012

COUNTY CLERK'S OFFICE
NEW YORK

Motion Sequence No. 014

In the Matter of the Rehabilitation of
FINANCIAL GUARANTY INSURANCE
COMPANY.

RECEIVED
APR 16 2013
NEW YORK
COUNTY CLERK'S OFFICE

ORDER

13M09414

Upon reading the affirmation (the "Affirmation") of Gary T. Holtzer of Weil,
Gotshal & Manges LLP, attorneys for Benjamin M. Lawsky, Superintendent of Financial
Services of the State of New York, as court-appointed rehabilitator (the "Rehabilitator") of
Financial Guaranty Insurance Company ("FGIC"), dated April 16, 2013, in support of the
Rehabilitator's motion for an order pursuant to Section 7428 of the New York Insurance Law
approving (i) the termination agreement (the "Termination Agreement") dated as of April 16,
2013, to be entered into by and among FGIC and Ancora (RCH) Pty Ltd ("Ancora"), Childrens
Health Partnership Holdings Pty Ltd as trustee of the CHP Holdings Unit Trust ("CHP
Holdings"), Childrens Health Partnership Pty Ltd as trustee of the CHP Unit Trust ("CHP," and
collectively with Ancora and CHP Holdings, the "Obligors"), Ancora (RCH2) Pty Ltd ("Ancora
RCH2"), BNY Trust Company of Australia Limited, as Bond Guaranty Trustee,¹ Bond Trustee,
Preference Unit Guaranty Trustee, Bond Agent and Bond Registrar ("BNY Australia"),
Goldman Sachs International ("Goldman"), Goldman Sachs Australia Capital Markets Limited

¹ Capitalized terms not defined herein have the meanings ascribed to such terms in the Termination Agreement.

NO FEE

(formerly known as Goldman Sachs JBWere Capital Markets Limited) ("Goldman Australia"), Dexia Credit Local as successor to Dexia Credit Local Asia Pacific Pty Limited ("Dexia" and, collectively with Ancora RCH2, BNY Australia, Goldman and Goldman Australia, the "Beneficiaries"), Banque Internationale à Luxembourg (formerly known as Dexia Banque Internationale A Luxembourg SA, Singapore Branch) ("BIL") and BNY Trust (Australia) Registry Limited, as Ancora Security Trustee, CHP Security Trustee and Ancora RCH2 Security Trustee ("BNY Trust Registry" and, together with FGIC, the Obligors, the Beneficiaries and BIL, the "Parties"), a partially executed copy of which is attached to the Affirmation as Exhibit B and (ii) the deed of release (the "Deed of Release") dated as of April 16, 2013, to be entered into by and between the Parties, a partially executed copy of which is attached to the Affirmation as Exhibit C and upon all the papers previously submitted and proceedings held in the above-captioned rehabilitation proceeding;

AND, it appearing from the Affirmation that the relief requested therein, including the cancellation of the Financial Guaranties and the termination, release and discharge of the respective rights, obligations and liabilities (i) of the Parties, under or arising out of any of the FG Documents, (ii) of FGIC, under or otherwise relating to any of the Guaranteed Obligations or Transaction Documents and (iii) by FGIC of each of the other Parties, under or otherwise relating to any of the Guaranteed Obligations or Transaction Documents, is in the best interests of FGIC's policyholders and other claimants and should be granted;

NOW, on motion of the Rehabilitator, the Court hereby ORDERS that:

1. The relief requested in the Affirmation is granted;
2. The Rehabilitator is authorized and permitted to compromise and settle present and future claims under or relating to the FG Documents by commuting the Parties'

liabilities and obligations to FGIC for the sum of \$13 million (US Dollars) pursuant to the Termination Agreement, subject to the execution and delivery of the Termination Agreement and the Deed of Release by all Parties and the satisfaction of the conditions to effectiveness and on the terms set forth therein;

3. The Termination Agreement and the Deed of Release and the transactions contemplated thereby are approved and the Rehabilitator is authorized and permitted to take the steps necessary to carry out and consummate the Termination Agreement and the Deed of Release and the transactions contemplated thereby, including executing releases and any other instruments, as of the Termination Effective Date;

4. Upon the Termination Effective Date, and subject to and upon FGIC having received the Termination Payment Amount in accordance with the Termination Agreement, all of FGIC's obligations under the Financial Guaranties shall terminate;

5. Service of notice of this Order shall be made by posting a notice of entry of this Order, together with a copy of this Order, at www.fgicrehabilitation.com, and such service shall be deemed good and sufficient service of notice of entry of this Order on all persons and entities who may have an interest in the Order;

6. Upon the Termination Effective Date, the Plan Objection and the Amended Plan Objection shall be deemed withdrawn with prejudice without further action by any party; and

7. This Court shall have exclusive jurisdiction to interpret, implement and enforce the provisions of this Order.

ENTER

~~CORIS LING-COHAN~~
J.S.C.

4/23/13

FILED
APR 25 2013
COUNTY CLERK'S OFFICE
NEW YORK