

Exhibit A

Term Sheet

FINANCIAL GUARANTY INSURANCE COMPANY

AMENDED PLAN TERM SHEET

On June 28, 2012, the Supreme Court of the State of New York (the “**Rehabilitation Court**”) entered an order pursuant to Article 74 of the New York Insurance Law (the “**NYIL**”) commencing the legal proceeding governing the rehabilitation of Financial Guaranty Insurance Company (“**FGIC**”), styled as *In the Matter of the Rehabilitation of Financial Guaranty Insurance Company*, Index No. 401265/2012 (the “**Rehabilitation Proceeding**”). On June 11, 2013, the Rehabilitation Court entered an order approving the First Amended Plan of Rehabilitation for FGIC, dated June 4, 2013 (the “**Plan**”). On August 19, 2013, the Plan became effective, whereupon FGIC emerged from the Rehabilitation Proceeding.

This term sheet (together with all annexes, exhibits, and schedules attached hereto, this “**Term Sheet**”) sets forth the principal terms of certain transactions to be implemented pursuant to an amended and restated Plan, to be filed with and approved by the Rehabilitation Court in a reopened Rehabilitation Proceeding (the “**Amended Plan**”).

FGIC and certain legal and/or beneficial holders of (i) certain FGIC-insured Instruments (as defined in the Plan, but with such term being amended to clarify that having no par outstanding at the time of determination does not cause an Instrument to cease being an Instrument) and/or certain Units,¹ (ii) other Claims against FGIC, and/or (iii) Holder Equity Interests (as defined in the Transaction Support Agreement) (collectively, the “**Holders**”) entered into the Transaction Support Agreement, to which this Term Sheet is attached as Exhibit A (the “**Transaction Support Agreement**”). Pursuant to the terms and conditions of the Transaction Support Agreement, the Holders have agreed to support the Amended Plan.

Capitalized terms used but not otherwise herein defined have the meanings ascribed to them in the Plan or the Transaction Support Agreement, as applicable.

THIS TERM SHEET IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR STATE LAW EQUIVALENTS PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR SETTLEMENT DISCUSSIONS. NOTHING IN THIS TERM SHEET WILL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER. EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE, SOLELY FOR SETTLEMENT PURPOSES AND WITH A FULL RESERVATION AS TO ANY RIGHTS, REMEDIES OR DEFENSES OF ALL PARTIES. THIS TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS REFERRED TO HEREIN. SUCH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN. THIS TERM SHEET DOES NOT CONSTITUTE AN OFFER, AGREEMENT, OR COMMITMENT BY ANY PARTY TO ENTER INTO ANY TRANSACTION.

¹ “*Units*” shall mean units issued by certain custodial trusts into which certain Puerto Rico-related Instruments insured by FGIC and the related Policies were deposited.

Transaction Summary

General:

The transactions contemplated by this Term Sheet shall be implemented pursuant to the Amended Plan to be filed with and approved by the Rehabilitation Court in a reopened Rehabilitation Proceeding.

The Amended Plan will, upon its effectiveness (the “**Effective Date**”), supersede and replace the existing Plan, and in general will provide for:

- the satisfaction in full and the discharge and cancellation of all Policies (as defined below) in force as of the Effective Date other than the Novated Policies (as defined below) (the “**Covered Policies**”) and all obligations and liabilities of FGIC under, pursuant to, or in connection with the Covered Policies, whether arising (or projected to arise) prior to, on or at any time after the Effective Date, including in respect of all Policy Claims and other Claims of holders of any FGIC-insured Instruments against FGIC (the “**Covered Policy Liabilities**”), in exchange for the respective Permitted Policy Distributions (as defined below);
- the transfer by novation to Assured Guaranty Corp. (the “**Assuming Insurer**”) of the Policies listed on Annex 4 hereto (without giving effect to any amendment or modification thereof pursuant to the Plan, the “**Novated Policies**”) and other related obligations and liabilities of FGIC in accordance with the terms and conditions of the Novation Agreement dated as of February 8, 2024 between FGIC and the Assuming Insurer (the “**Novation Agreement**”);
- the satisfaction in full and the discharge of all Non-Policy Claims; and
- termination of the reopened Rehabilitation Proceeding,

on the terms and conditions set forth herein.

All material amendments to the Plan are set forth herein.

Approval and implementation of the Amended Plan shall be consistent with this Term Sheet and subject to the terms and conditions set forth in the Transaction Support Agreement.

Treatment of Permitted Claims and Equity Interests

Categories of Claims and Equity Interests

The following lists the categories of Claims and Equity Interests that are covered by the Amended Plan:

- **Category A – Secured Claims**
- **Category B – Administrative Expense Claims**
- **Category C – Policy Claims**
- **Category D – Non-Policy Claims**
- **Category E – Late-Filed Claims**
- **Category F – Equity Interests**

Other than Claims (including Permitted Policy Claims (as defined herein)) paid (or under the Plan deemed to have been paid) in full in cash prior to the date of the order reopening the Rehabilitation Proceeding (the “**Reopening Date**”), the Amended Plan will be the exclusive means for resolving and paying (i) all Policy Claims, whenever arising, and (ii) all other Claims arising during, or relating to, the period prior to or on the Effective Date. Claims arising during or relating to the period after the Effective Date (other than Claims with respect to Covered Policy Liabilities) are not covered by the Amended Plan and will be resolved and paid by FGIC in the ordinary

	course of business.
Permitted Secured Claims	Treatment consistent with Section 2.1 of the Plan.
Permitted Administrative Expense Claims	Treatment consistent with Section 2.2 of the Plan.
Permitted Policy Claims	<p>Section 2.3 of the Plan shall be amended to provide that, except to the extent a Policyholder and FGIC agree to different treatment, each Policyholder under any Covered Policy shall receive, in full and final satisfaction of all Covered Policy Liabilities under such Covered Policy, the Permitted Policy Distribution for such Covered Policy, with respect to all Covered Instruments (as defined herein) insured by such Covered Policy.</p> <p>The Amended Plan shall provide that, to the extent any Permitted Policy Distribution is received by a Trustee with respect to a Covered Policy, such Permitted Policy Distribution shall, unless otherwise agreed by FGIC with such Trustee, be distributed by the Trustee to the beneficial holders of the Covered Instruments insured by such Covered Policy (or, in the case of any Puerto Rico-related Covered Policy, to the Unitholders of the custodial trust into which the subject Covered Instrument was deposited), in the respective amounts provided pursuant to the definition of “Permitted Policy Distribution”.</p> <p>A new definition of “Covered Instrument” shall be included in the Amended Plan, which shall mean any Instrument insured by a Covered Policy, excluding the amount of any such Instrument that is a FGIC-Owned Instrument (as defined herein).</p> <p>A new definition of “FGIC-Owned Instrument” shall be included in the Amended Plan, which shall mean, with respect to each Instrument insured by a Covered Policy, the amount, if any, of such Instrument (i) that FGIC has purchased, (ii) with respect to which FGIC has terminated, offset, or otherwise cancelled the insurance on such Instrument or has acquired the right to receive, directly or indirectly, payments made by FGIC under such Covered Policy, or (iii) that has been assigned to FGIC in connection with FGIC’s payment with respect to a Policy Claim, including a DPO, under such Covered Policy.</p> <p>A new definition of “Permitted Policy Claim” shall be included in the Amended Plan, which shall mean, with respect to each Covered Policy, the aggregate Covered Policy Liabilities for such Covered Policy.</p> <p>A new definition of “Permitted Policy Distribution” shall be included in the Amended Plan, which shall mean, with respect to each Covered Policy, the aggregate amount, if any, shown on Annex 1 hereto for such Covered Policy (with the allocable amount for each Instrument insured by such Covered Policy also shown on Annex 1 hereto; <i>provided, however</i>, that each such amount shall be reduced by (i) the aggregate amount, if any, paid by FGIC to the applicable Policyholder in Cash with respect to such Covered Policy or Instrument, as applicable, after the Reference Date, (an “Interim Cash Payment” and the amount of such Permitted Policy Distributions before any reduction due to any Interim Cash Payment, the “Initial Permitted Policy Distributions”), (ii) with respect to the Covered Policies listed on Annex 2 hereto, the amount, if any, that was determined by FGIC to be payable to it with respect to such Covered Policy during the period from the Reference Date to the Effective Date pursuant to clause (iii) of “FGIC Payments” (under and as defined in the Plan) but was not paid or otherwise remitted to FGIC in accordance with the Plan, and (iii) the aggregate amount, if any, allocable to FGIC-Owned Instruments in order to reflect the net amount allocable to Covered Instruments insured by such Covered Policy;</p>

	<p>and <i>provided further, however</i>, that each such amount (as the same may be reduced) shall be increased by the applicable amount, if any, calculated pursuant to the “Ticking Fee” section below.</p> <p>The definition of “Policy” shall be amended in the Amended Plan to mean any financial guaranty insurance policy, surety bond or other insurance policy or contract issued or assumed at any time by FGIC, in each case as amended or modified pursuant to the Plan (except as otherwise provided in the definition of “Novated Policies”), but excluding in all cases reinsurance and retrocession contracts and all policies previously novated to National Public Finance Guarantee Corporation.</p> <p>A new definition of “Reference Date” shall be included in the Amended Plan, which shall be December 31, 2023.</p> <p>The definition of “Reinsurance Agreements” shall be amended to mean all reinsurance and retrocession agreements (including any and all amendments, endorsements and other modifications thereof) in effect as of the Effective Date pursuant to which FGIC has at any time prior to the Effective Date ceded any risk under or relating to any Policies to any third party.</p> <p>A new definition of “Retained Policy Claims” shall be included in the Amended Plan, which shall mean, with respect to the Covered Policies listed on Annex 3, the rights to receive and recover the cash payments paid or that would be payable to FGIC at any time under the related Transaction Documents with respect to reimbursements or recoveries in respect of claims paid (or deemed paid) by FGIC under such Covered Policies (including in respect of the related Permitted Policy Distribution pursuant to the Amended Plan).</p> <p>The definition of “Trustee” shall be amended to mean any trustee, including any indenture trustee, custodial trustee or other similar trustee, who is a Policyholder, in each case including such trustee’s successors, delegates, and assigns (to the extent such delegates or assigns are permitted under the relevant trust agreement or other governing document).</p>
<p>Permitted Non-Policy Claims</p>	<p>Section 2.4 of the Plan shall be amended to provide that, except to the extent a holder of a Permitted Non-Policy Claim and FGIC agree to different treatment, each holder of a Permitted Non-Policy Claim shall receive, in full and final satisfaction of such Permitted Non-Policy Claim, a Cash payment in an amount equal to its “Permitted Non-Policy Cash Distribution” (as defined below).</p> <p>A new definition of “Permitted Non-Policy Cash Distribution” shall be included in the Amended Plan, which shall mean, with respect to each Permitted Non-Policy Claim, Cash in an amount equal to the total amount of payments that FGIC projects would have become payable by FGIC with respect to such Permitted Non-Policy Claim pursuant to the terms and conditions of the Plan, discounted from the dates FGIC projects such payments would have become payable by FGIC to the Reference Date using such discount rate as determined by FGIC and approved by the Rehabilitation Court.</p>
<p>Permitted Late-Filed Claims</p>	<p>Sections 2.5 and 4.5 of the Plan shall be amended to provide that Proofs of Claim filed after the bar date for the Amended Plan shall be barred.</p>
<p>Equity Interests</p>	<p>The Amended Plan shall provide that, except as explicitly set forth therein, nothing in the Amended Plan modifies the terms and conditions of Equity Interests. Further, for the avoidance of any doubt, none of the payments made in connection with this Term Sheet, the Transaction Support Agreement, or the Amended Plan shall constitute dividends or payments to satisfy, redeem or otherwise treat Equity</p>

	<p>Interests. Equity Interests shall remain in existence as provided in Section 2.6 of the Plan, but the restrictions on distributions, dividends, or other payments on account of Equity Interests (preferred and common stock) in Sections 2.6 and 7.10(b) of the Plan shall be removed. Without limiting the foregoing, certain provisions relating to Injunctive Relief under Section 7.8 of the Plan shall be amended as provided in “Injunctive Relief” below.</p> <p>The Amended Plan shall provide that, after the Effective Date, holders of Equity Interests (i) shall not be barred, prohibited, or estopped from asserting, commencing, or prosecuting any Legal Proceeding with respect to any Claim arising from or relating to Equity Interests, solely to the extent such Claim first arose or relates to the period after the Effective Date (the “Equity Carveout”), but (ii) shall be barred, prohibited, and estopped from asserting, commencing, or prosecuting any Legal Proceeding with respect to any Claim arising from or related to Equity Interests to the extent such Claim first arose or relates to the Period on or before the Effective Date, including with respect to any Claim or cause of action alleging that the Transaction, the Amended Plan, or the consummation thereof constitutes a voluntary or involuntary liquidation, dissolution, or winding up of FGIC that triggers the “Liquidation Preference” as defined in Article XI, Section 6(a) of FGIC’s Amended and Restated Charter, as approved by the NYSDFS as of May 19, 2014 (the “FGIC Charter”); <i>provided, further</i>, that it is understood and agreed that holders of Equity Interests shall retain any Claims related to actions of FGIC taken after the Effective Date, including, without limitation, any Claims that such actions constitute a voluntary or involuntary liquidation, dissolution, or winding up of FGIC that triggers the Liquidation Preference (as defined in the FGIC Charter); <i>provided, further</i> that FGIC shall retain all claims, counterclaims, and defenses in connection with, and in response to, any such claim by holders of Equity Interests.</p> <p>As provided in the Plan, FGIC will not pay any dividends on any Equity Interests to any holders thereof prior to or on the Effective Date.</p>
<p><u>Implementation</u></p>	
<p>Policy Restructuring (Section 3.1)</p>	<p>Effective as of the Effective Date, except for the purpose of evidencing a right to a distribution of a Permitted Policy Distribution (if applicable) under the Amended Plan, all Covered Policies and other rights of any Policyholder or other Person thereunder, pursuant thereto or in connection therewith shall be deemed discharged, cancelled, and of no further force or effect, and all Covered Policy Liabilities shall be deemed fully satisfied, released, and discharged.</p> <p>Effective as of the Effective Date, except as otherwise provided in the Amended Plan, any and all obligations of FGIC under the Plan shall automatically terminate and be of no further force or effect, including, without limitation, to re-evaluate the CPP or conduct any CPP-related procedures and other processes and procedures provided in the Plan and the Restructured Policy Terms in <u>Exhibit B</u> thereto, and such Exhibit shall not be included in the Amended Plan.</p>
<p>Ticking Fee</p>	<p>To the extent that the Effective Date does not occur on or before August 15, 2024, the Permitted Policy Distribution amounts (as the same may be reduced pursuant to the definition thereof) will increase by 5.50% annually, pro-rated on a daily basis, as contemplated by the final proviso to the definition of Permitted Policy Distribution. Any such increase will be calculated on a simple basis rather than a compound basis (<i>i.e.</i>, all increases pursuant to this provision shall be excluded from the calculation of future Ticking Fee amounts).</p>

<p>Continued Existence and De-Licensing of FGIC</p>	<p>FGIC shall continue to exist after the Effective Date with all powers available under applicable law. Section 3.3 of the Plan shall be amended to provide that, except as and to the extent FGIC and the NYSDFS shall agree to a different treatment, as of the Effective Date, as shall be approved by the NYSDFS, FGIC may seek to de-license as an insurance company and cease to maintain all its existing licenses in the State of New York, and from such date of de-licensing and thereafter, FGIC shall no longer be subject to NYSDFS oversight, regulation, or reporting, including pursuant to the NYSDFS Guidelines.</p>
<p>No Defaults</p>	<p>The Amended Plan shall include provisions generally consistent with Section 3.5 of the Plan, modified to remove provisions no longer relevant, but supplemented to treat the reopened Rehabilitation Proceeding and the transactions contemplated by the Amended Plan in a manner similar to Rehabilitation Circumstances.</p> <p>During the Rehabilitation Proceeding and after the Effective Date, no person may amend or waive any provision of any Policy, Instrument or Transaction Document, which is related to or affects any Retained Policy Claims or FGIC’s ability to recover thereunder without the written consent of FGIC or, prior to the Effective Date, authorization from the Court.</p>
<p>Reinsurance</p>	<p>The Amended Plan shall provide for the treatment of Reinsurance Agreements consistent with Section 3.6 of the Plan, except that (i) Section 3.6(a) shall be amended to provide that with respect to all Permitted Policy Distribution payments to be paid by FGIC in cash on the Effective Date (without reduction for any FGIC-owned Instruments), each reinsurer will be required to pay FGIC in full in cash for such reinsurer’s reinsured portion thereof not less than five (5) Business Days before the Effective Date and (ii) Section 3.6(b) shall be amended to refer to the Novated Policies and each Assuming Insurer.</p>
<p>Control Rights</p>	<p>Section 3.7 of the Plan shall be deleted as the Amended Plan will provide for the satisfaction in full and the discharge and cancellation of all Claims and Policies, except that Section 3.7 shall provide for FGIC to preserve and retain the Retained Policy Claims, with payments thereunder paid to FGIC or its successors or assigns.</p> <p>The Amended Plan and the Plan Approval Order shall provide that, to the extent permitted by law, control rights of the holders of Permitted Policy Claims shall be preserved to the extent necessary to enforce the Amended Plan and Plan Approval Order, including through legal proceedings against any third-party, including any Trustee.</p>
<p>Novated Policies</p>	<p>On the Effective Date, the novation and other transactions contemplated by the Novation Agreement with respect to the Novated Policies, including the payment in full of any DPO outstanding on the Effective Date under a Novated Policy to be novated to the Assuming Insurer, shall be effectuated. Policyholders of such Novated Policies shall not receive any distribution from FGIC pursuant to the Amended Plan. The Novated Policies, and all obligations and liabilities of FGIC thereunder, shall be transferred to the Assuming Insurer without giving effect to any amendment or modification pursuant to the Plan.</p>
<p>Amended Charter and Restated By-laws</p>	<p>On the Effective Date, FGIC will be subject to an amended and restated charter (the “Amended Charter”) and amended and restated by-laws (the “Amended By-laws”), which will be substantially similar to FGIC’s charter and by-laws in effect prior to the commencement of the Rehabilitation Proceeding, except for (i) changing FGIC’s name, (ii) amending or removing insurance company-related provisions, including references to certain procedures and notices required to the NYSDFS, and (iii) such other changes as are necessary to implement the Amended Plan as</p>

	specifically described in this Term Sheet, but without any change to any provisions affecting the rights and preferences of holders of Preferred Stock.
No Trigger of Liquidation Preference	The Amended Plan and the Plan Approval Order shall provide that (i) none of the Transaction, the Amended Plan, or the consummation thereof constitutes a voluntary or involuntary liquidation, dissolution, or winding up of FGIC pursuant to the FGIC Charter and applicable New York law, and (ii) none of the Transaction, the Amended Plan, or the consummation thereof triggers the Liquidation Preference (as defined in the FGIC Charter).
<u>Claim Administration and Distribution</u>	
Claims Notice	The Amended Plan shall provide that FGIC will provide a notice to all Covered Policyholders (“ Noticed Policyholders ”), which notice shall contain for each Covered Policy the Permitted Policy Distribution amount (in the aggregate and for each Covered Instrument) on account of such Covered Policy. Noticed Policyholders shall have an opportunity to object to such amount by filing a Proof of Claim prior to the Bar Date.
Bar Date	<p>The Amended Plan shall provide a bar date for any (i) Noticed Policyholder and (ii) holder of a Non-Policy Claim, respectively, to file a Proof of Claim. FGIC may dispute these claims and each such timely filed Disputed Claim shall be resolved pursuant to the Reconciliation of Disputed Claims procedures under the Amended Plan.</p> <p>Any asserted Claim arising during or relating to the period prior to or on the Effective Date set forth in a Proof of Claim filed after the Bar Date, to the extent not deemed or otherwise agreed by FGIC to be a Permitted Claim, shall not receive a distribution under the Amended Plan and shall be barred and discharged.</p>
Reconciliation of Disputed Claims	Treatment generally consistent with Section 4.6 of the Plan. Section 4.6 of the Plan will be further amended to provide for FGIC to reserve cash for potential payment in connection with any timely filed Disputed Claim not resolved as of the Effective Date.
Payment of Claims	Treatment generally consistent with Section 4.7 of the Plan, but amended as necessary to reflect the treatments provided for above and to require that Permitted Policy Claims and Permitted Non-Policy Claims will be paid on the Effective Date in accordance with the terms and conditions of the Amended Plan.
Alternative Resolution of Claims, Setoff of Cash Payments, and Certain Claims Not Permitted	Sections 4.8, 4.9 and 4.10 of the Plan to be deleted as the Amended Plan will provide for the satisfaction in full and the discharge and cancellation of all Covered Policies and Covered Policy Liabilities on the Effective Date and the resolution of all other Claims arising prior to and in existence as of the Effective Date.
<u>Effective Date</u>	
Conditions to Effectiveness of Amended Plan	<p>Section 6.1 of the Plan to be amended to reflect that the Effective Date shall be conditioned upon each of the following conditions having been satisfied or waived by the Rehabilitator in his sole discretion:</p> <ul style="list-style-type: none"> • The Plan Approval Order shall have been signed; • The Plan Approval Order shall have become a Final Order; • The Court shall have approved the Amended Charter and the Amended By-

	<p>laws;</p> <ul style="list-style-type: none"> • All actions, agreements, authorizations, consents, letters, opinions, instruments and other documents necessary to implement the Amended Plan shall have been obtained, effected or executed and delivered, as applicable, in form and substance satisfactory to the Rehabilitator, and shall not have been revoked; • No Legal Proceeding shall have been instituted or threatened, to the knowledge of the Rehabilitator, nor shall any claim or demand have been made against the Rehabilitator, FGIC or any other Person seeking to restrain, prohibit or obtain damages with respect to the consummation of the transactions contemplated by the Amended Plan, and there shall not be in effect any Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby or thereby; • No actual or threatened event, circumstance, condition, fact, effect or other matter exists, to the knowledge of the Rehabilitator, that, individually or in the aggregate with any other such event, circumstance, condition, fact, effect or other matter, has had or could reasonably be expected to have, as determined by the Rehabilitator in his sole discretion, an adverse effect on the viability or implementation of the Amended Plan; • All fees and expenses payable to the Holders’ advisors, White & Case LLP and Miller Buckfire & Co., LLC, pursuant to the terms and conditions of those certain fee letters by and between FGIC and White & Case LLP dated June 12, 2023, and between FGIC and Miller Buckfire & Co., LLC dated August 17, 2023 (as each may be amended, modified, or supplemented from time to time) shall have been paid in full to the extent such advisors have provided invoices to FGIC at least five (5) Business Days prior to the Effective Date; and • The Novated Policies shall have been novated pursuant to the Novation Agreement.
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<u>Effect of Effective Date</u>	
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Releases	<p>As of the Effective Date: (i) all holders and beneficial holders of Permitted Policy Claims, Novated Policies, Covered Instruments, Permitted Non-Policy Claims and Equity Interests; (ii) FGIC; (iii) the Rehabilitator; (iv) the NYLB; (v) the NYSDFS; and (vi) the current and former attorneys, agents, advisors, representatives, officers, directors, and employees of each of the foregoing (collectively, the “Representatives”) shall conclusively, absolutely, unconditionally, irrevocably and finally release and discharge one another from any and all claims or Causes of Action whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, in law, equity, or otherwise based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date and arising from or relating to the commencement and operation of the Rehabilitation Proceeding (including the Rehabilitation Circumstances, the re-opening of the Rehabilitation Proceeding, the preparations therefor, negotiations relating thereto, novation of the Novated Policies, the Transaction Support Agreement, and any and all actions relating thereto); provided that the foregoing shall not affect the liability of any such Person that otherwise would result from any act or omission that is determined by a Final Order to constitute willful misconduct, gross negligence, intentional fraud, criminal conduct, intentional unauthorized misuse of confidential information that causes damages or <i>ultra vires</i> acts; provided further that such release provision shall not</p>
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	release any obligation under the Amended Plan or any claim or Cause of Action against any Trustee or any other third party responsible for administering payments under the Amended Plan to the extent such party does not comply with the terms and conditions of the Amended Plan or the Plan Approval Order.
Exculpation	Treatment generally consistent Section 7.3 of the Plan, but to include exculpation of the Holders and their Representatives.
Indemnification	<p>Consistent with Section 7.5(a) of the Plan, FGIC shall indemnify (i) the NYLB, (ii) the NYSDFS, (iii) the Rehabilitator, (iv) each of their respective representatives, and (v) directors, officers, and employees of FGIC against any and all Losses (as defined in the Plan) arising from Released Causes of Action and Exculpated Causes of Action (each as defined in the Plan), updated as appropriate for the Amended Plan and related matters.</p> <p>Consistent with Section 7.5(b) of the Plan, FGIC shall indemnify Trustees for any losses incurred and arising from such Trustee’s compliance with the express terms and conditions of the Amended Plan and Plan Approval Order, which indemnification shall survive following the Effective Date, but which indemnification shall exclude any Trustees who continue to object to the Amended Plan on or after the Effective Date or fail to comply with any express terms or conditions of the Amended Plan or Approval Order.</p> <p>All indemnification agreements and provisions existing as of the commencement of the reopened Rehabilitation Proceeding pertaining to officers and directors of FGIC and/or FGIC Corp. shall be preserved and assumed and shall survive following the Effective Date.</p>
Termination of Rehabilitation Proceeding	The Rehabilitation Proceeding shall terminate without further action of the Court on the Effective Date. On the Effective Date, FGIC will resume possession of its property and the conduct of its business.
Injunctive Relief	<p>Treatment generally consistent with Section 7.8 of the Plan, with amendments as necessary for provisions that are no longer relevant after the Effective Date, including</p> <ul style="list-style-type: none"> • amending Section 7.8(a) of the Plan to reflect the Equity Carveout; • amending Section 7.8(e) to remove the injunction and prohibition against third-parties exercising “FGIC Rights” (as defined in the Plan), other than with respect to Retained Policy Claims; • removing the language in Section 7.8(h) of the Plan, which prohibits persons from “seeking to acquire, acquiring or exercising voting rights or other corporate governance rights pursuant to or under the Preferred Stock”; and • adding language enjoining Holders of Equity Interests from asserting, commencing, or prosecuting any Legal Proceeding with respect to any Claim arising from or related to Equity Interests to the extent such Claim first arose or relates to the Period on or before the Effective Date, including with respect to any Claim or cause of action alleging that the Transaction, the Amended Plan, or the consummation thereof constitutes a voluntary or involuntary liquidation, dissolution, or winding up of FGIC that triggers the “Liquidation Preference” as defined in Article XI, Section 6(a) of the FGIC Charter.
Preservation of Causes of Action	Treatment generally consistent with Section 7.9 of the Plan, with amendments as necessary for provisions that are no longer relevant after the Effective Date, including those providing for NYSDFS involvement.

Limitations on Operations and Reporting Requirements	None. Sections 7.10 and 7.11 to be deleted.
<u>General Provisions</u>	
Documentation	Each of the Amended Plan and Plan Approval Order will contain terms, conditions, representations, warranties, and covenants, each customary for the transactions described herein and be substantially consistent with the terms of this Term Sheet and in a form reasonably acceptable to FGIC and the Holders pursuant to the terms of the Transaction Support Agreement.
Retention of Jurisdiction	Section 8.1 of the Plan to be amended to remove language regarding Policy Crystallization Events.
Plan Applicable until Effective Date	<p>Except as may otherwise be ordered by the Rehabilitation Court, with respect to periods preceding the Effective Date, the Plan and all orders from the Rehabilitation Court will remain in full force and effect in all respects, including with respect to:</p> <ul style="list-style-type: none"> • allowance, determination, payment and dispute of Claims; • disallowance of Claims not filed in accordance with the timing and other requirements of the Plan; • the validity of any action, determination or other matter effected prior to the Effective Date pursuant to the Plan. <p>With effect from and after the Effective Date, the Amended Plan shall supersede the Plan and, to the extent inconsistent with the Amended Plan, all orders from the Rehabilitation Court, in all respects.</p>

Annex 1: Permitted Policy Distributions

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 02010977	Puerto Rico, Commonwealth GO 2002	69366SAA9	\$1,213,431.03	\$13,970,000.00	\$86.86
	Puerto Rico, Commonwealth GO 2002	69367SAA8	1,430,697.93	14,520,000.00	98.53
	Puerto Rico, Commonwealth GO 2002	69370SAA3	1,685,355.74	15,185,000.00	110.99
	Puerto Rico, Commonwealth GO 2002	69372SAA1	1,898,944.14	15,415,000.00	123.19
	Puerto Rico, Commonwealth GO 2002	69373SAA0	2,189,536.69	16,210,000.00	135.07
	Puerto Rico, Commonwealth GO 2002	69374SAA9	2,164,717.11	14,785,000.00	146.41
	Puerto Rico, Commonwealth GO 2002	69375SAA8	2,346,704.07	17,210,000.00	136.36
				\$12,929,386.71	\$107,295,000.00
Policy: 02011035	Puerto Rico, Commonwealth GO RFD 2002	69376FAA5	\$1,171,622.72	\$13,460,000.00	\$87.04
	Puerto Rico, Commonwealth GO RFD 2002	69376GAA3	1,386,263.54	14,060,000.00	98.60
			\$2,557,886.26	\$27,520,000.00	\$92.95
Policy: 02020067	Puerto Rico, Commonwealth GO	69376UAA2	\$633,551.70	\$3,320,701.00	\$190.79
			\$633,551.70	\$3,320,701.00	\$190.79
Policy: 02020079	Puerto Rico, Commonwealth GO	69376VAA0	\$153,496.62	\$664,299.50	\$231.07
			\$153,496.62	\$664,299.50	\$231.07
Policy: 03010007	Puerto Rico Public Building Authority FwdRfdg 2003	69362CAA8	\$116,439.04	\$7,830,000.00	\$14.87
			\$116,439.04	\$7,830,000.00	\$14.87
Policy: 03010506	Puerto Rico Highway & Transportation 2003	69378NAA6	\$1,328,631.75	\$5,125,000.00	\$259.25
	Puerto Rico Highway & Transportation 2003	69378RAA7	177,473.38	700,000.00	253.53
	Puerto Rico Highway & Transportation 2003	69378SAA5	203,660.79	790,000.00	257.80
	Puerto Rico Highway & Transportation 2003	69378TAA3	195,118.89	730,000.00	267.29
	Puerto Rico Highway & Transportation 2003	69378JAA5	1,352,088.49	5,675,000.00	238.25
	Puerto Rico Highway & Transportation 2003	69378MAA8	76,210.22	235,000.00	324.30
	Puerto Rico Highway & Transportation 2003	69378QAA9	39,978.03	125,000.00	319.82
			\$3,373,161.55	\$13,380,000.00	\$252.10
Policy: 03010507	Puerto Rico Highway & Transportation Sub Lien 2003	69378BAA2	\$4,866,241.34	\$14,530,000.00	\$334.91
	Puerto Rico Highway & Transportation Sub Lien 2003	69378CAA0	155,638.43	440,000.00	353.72
	Puerto Rico Highway & Transportation Sub Lien 2003	69378DAA8	5,020,955.26	14,970,000.00	335.40
	Puerto Rico Highway & Transportation Sub Lien 2003	69378EAA6	38,578.20	110,000.00	350.71
		\$10,081,413.23	\$30,050,000.00	\$335.49	
Policy: 03020048	Puerto Rico Highway & Transportation Sub Lien 2003	69378HAA9	\$5,894,407.66	\$15,980,000.00	\$368.86
			\$5,894,407.66	\$15,980,000.00	\$368.86
Policy: 03020049	Puerto Rico Highway & Transportation Sub Lien 2003	69378GAA1	\$3,663,807.64	\$10,175,000.00	\$360.08
			\$3,663,807.64	\$10,175,000.00	\$360.08
Policy: 03020051	Puerto Rico Highway & Transportation Sub Lien 2003	69378FAA3	\$2,429,055.98	\$6,940,000.00	\$350.01
			\$2,429,055.98	\$6,940,000.00	\$350.01
Policy: 03020060	Puerto Rico, Commonwealth GO	69376WAA8	\$227,771.79	\$1,830,000.00	\$124.47
			\$227,771.79	\$1,830,000.00	\$124.47
Policy: 03020072	Puerto Rico, Commonwealth GO	69376XAA6	\$4,599,231.00	\$24,785,000.00	\$185.57
			\$4,599,231.00	\$24,785,000.00	\$185.57
Policy: 04010258	Puerto Rico Highway & Trans, PR Sen Lien 04	69378UAA0	\$124,699.00	\$480,000.00	\$259.79
	Puerto Rico Highway & Trans, PR Sen Lien 04	69378VAA8	127,836.94	500,000.00	255.67
	Puerto Rico Highway & Trans, PR Sen Lien 04	69378WAA6	135,686.02	520,000.00	260.93
	Puerto Rico Highway & Trans, PR Sen Lien 04	69378XAA4	138,041.24	515,000.00	268.04
	Puerto Rico Highway & Trans, PR Sen Lien 04	69378YAA2	125,852.02	450,000.00	279.67
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379CAA9	3,062,051.16	12,125,000.00	252.54
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379DAA7	4,819,371.75	8,350,000.00	577.17
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379EAA5	7,276,227.14	12,635,000.00	575.88
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379FAA2	8,956,109.85	15,557,000.00	575.70
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379GAA0	1,611,471.45	6,839,000.00	235.63
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379BAA1	2,154,779.47	8,355,000.00	257.90
	Puerto Rico Highway & Trans, PR Sen Lien 04	69379JAA4	1,073,388.66	4,365,000.00	245.91
			\$29,605,514.70	\$70,691,000.00	\$418.80

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 05010416	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362JAA3	\$1,138,863.08	\$4,245,000.00	\$268.28
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362KAA0	1,166,904.27	4,265,000.00	273.60
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362MAA6	1,281,015.91	4,600,000.00	278.48
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362PAA9	1,349,146.29	4,760,000.00	283.43
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363BAA9	1,898,545.73	5,835,000.00	325.37
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363CAA7	3,120,969.00	4,285,000.00	728.35
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363DAA5	2,766,821.86	3,780,000.00	731.96
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363EAA3	3,075,572.02	4,190,000.00	734.03
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363GAA8	2,833,690.33	3,845,000.00	736.98
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69365SAA0	2,544,251.63	3,440,000.00	739.61
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69359SAA8	30,377,145.56	66,883,000.00	454.18
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69360AAA4	29,955,769.44	69,525,000.00	430.86
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69360DAA8	16,166,682.88	39,547,000.00	408.80
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69360SAA5	22,315,900.98	57,663,000.00	387.01
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69361RAA6	17,712,712.14	76,689,000.00	230.97
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69361SAA4	15,104,058.71	78,015,000.00	193.60
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362SAA3	10,718,918.64	36,482,000.00	293.81
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362VAA6	10,671,331.22	35,127,000.00	303.79
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69362XAA2	9,178,286.02	29,361,000.00	312.60
	Puerto Rico Infrs Fin Auth, PR, Spec Tax Rev 05AB	69363AAA1	12,114,597.39	37,177,000.00	325.86
			\$195,491,183.10	\$569,714,000.00	\$343.14
Policy: 05010655	Puerto Rico Highway & Trans, PR Rev Ser K,L and BB	69379KAA1	\$5,061,139.97	\$19,875,000.00	\$254.65
	Puerto Rico Highway & Trans, PR Rev Ser K,L and BB	69379LAA9	1,946,918.05	7,410,000.00	262.74
	Puerto Rico Highway & Trans, PR Rev Ser K,L and BB	69379MAA7	1,465,181.10	2,460,000.00	595.60
			\$8,473,239.12	\$29,745,000.00	\$284.86
Policy: 06010122	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69354SAA3	\$596,891.36	\$2,390,000.00	\$249.75
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69356SAA1	2,369,120.22	9,230,000.00	256.68
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69357SAA0	3,147,152.23	12,990,000.00	242.27
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69358SAA9	3,032,289.72	12,015,000.00	252.38
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69368SAA7	8,203,190.97	13,645,000.00	601.19
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69369SAA6	10,048,735.09	16,725,000.00	600.82
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	69356XAA0	2,437,745.09	4,175,000.00	583.89
	Puerto Rico Conv Ctr Dist Auth, PR Hotel Rev 06A	7,894,901.75	13,125,000.00	601.52	
				\$37,730,026.43	\$84,295,000.00
Policy: 06010316	Puerto Rico Commonwealth, PR Pub Imp GO Ref 2006B	69376YAA4	\$1,666,217.10	\$19,651,000.00	\$84.79
			\$1,666,217.10	\$19,651,000.00	\$84.79
Policy: 07010057	Puerto Rico Highway & Trans, PR Rev Ser M, N, CC,	69379NAA5	\$130,490,215.58	\$227,197,500.00	\$574.35
			\$130,490,215.58	\$227,197,500.00	\$574.35
Policy: 07010415	Puerto Rico Commonwealth, PR Pub Imp GO Ref 2007	69376SAA7	\$3,365,910.48	\$23,080,000.00	\$145.84
	Puerto Rico Commonwealth, PR Pub Imp GO Ref 2007	69376TAA5	3,819,383.79	28,060,000.00	136.11
			\$7,185,294.27	\$51,140,000.00	\$140.50
Policy: 05030012	Ace 2005-SN1, Class A-2	004421MV2	\$1,314,137.14	\$58,680,000.00	\$22.39
			\$1,314,137.14	\$58,680,000.00	\$22.39
Policy: 98010477	Alliance 1998-2	00105HDM5	\$5,757.37	\$266,000,000.00	\$0.02
	Alliance 1998-2	00105HDN3	4,912.32	199,000,000.00	0.02
			\$10,669.69	\$465,000,000.00	\$0.02
Policy: 99010499	Alliance 1999-2	00105HDZ6	\$930,629.25	\$375,000,000.00	\$2.48
	Alliance 1999-2	00105HEA0	1,140,091.27	325,000,000.00	3.51
			\$2,070,720.52	\$700,000,000.00	\$2.96
Policy: 99010727	Alliance 1999-3	00105HEB8	\$715,906.30	\$315,000,000.00	\$2.27
	Alliance 1999-3	00105HEC6	647,391.96	200,000,000.00	3.24
			\$1,363,298.26	\$515,000,000.00	\$2.65
Policy: 99010986	Alliance 1999-4	00105HED4	\$1,711,802.44	\$350,000,000.00	\$4.89
	Alliance 1999-4	00105HEE2	1,554,924.08	250,000,000.00	6.22
			\$3,266,726.52	\$600,000,000.00	\$5.44
Policy: 00010174	Alliance 2000-1	00105HEH5	\$721,555.43	\$139,000,000.00	\$5.19
			\$721,555.43	\$139,000,000.00	\$5.19
Policy: 05030007	American Home Mortgage 2005-1, Class IX-A	02660TDZ3	\$2,158,736.15	\$168,980,000.00	\$12.78
			\$2,158,736.15	\$168,980,000.00	\$12.78
Policy: 05030037	American Home Mortgage 2005-2, Class VI-A	02660TEV1	\$4,542,275.65	\$237,840,000.00	\$19.10
			\$4,542,275.65	\$237,840,000.00	\$19.10
Policy: 05030101	American Home Mortgage 2005-4, Class II-A	02660TGR8	\$5,562,889.57	\$197,333,000.00	\$28.19
			\$5,562,889.57	\$197,333,000.00	\$28.19
Policy: 05030018	AMLT 2005-W1	040104MX6	\$1,678,656.72	\$1,185,762,000.00	\$1.42
	AMLT 2005-W1	040104MY4	1,966,535.97	1,232,988,000.00	1.59
			\$3,645,192.69	\$2,418,750,000.00	\$1.51

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 07030034	BARN 2007-1, Class N-1	070124AA0	\$102,966,533.64	\$475,000,000.00	\$216.77
			\$102,966,533.64	\$475,000,000.00	\$216.77
Policy: 05030130	Bayview 2005-D, Class A-F5	07325NCC4	\$20.70	\$20,189,000.00	\$0.00
			\$20.70	\$20,189,000.00	\$0.00
Policy: 85010362	Brevard Cnty Housing Finance A	107417GK7	\$158,102.77	\$2,423,853.90	\$65.23
			\$158,102.77	\$2,423,853.90	\$65.23
Policy: 05030067	BSABS 2005-AC5, Class 1-A3	073879ZY7	\$332,730.20	\$75,000,000.00	\$4.44
			\$332,730.20	\$75,000,000.00	\$4.44
Policy: 05030082	BSABS 2005-AC6, Class IA3 and IA4	073879L55	\$579,635.34	\$75,000,000.00	\$7.73
	BSABS 2005-AC6, Class IA3 and IA4	073879L63	502,721.62	65,048,000.00	7.73
			\$1,082,356.96	\$140,048,000.00	\$7.73
Policy: 05030141	BSABS 2005-AC9, Class A-5	0738794J4	\$4,155,570.89	\$75,000,000.00	\$55.41
			\$4,155,570.89	\$75,000,000.00	\$55.41
Policy: 06030015	BSABS 2006-AC1	07387UCF6	\$7,467,831.12	\$75,000,000.00	\$99.57
			\$7,467,831.12	\$75,000,000.00	\$99.57
Policy: 07030029	BSABS 2007-SD3, Class A	07387LAA9	\$3,686,419.20	\$417,699,000.00	\$8.83
			\$3,686,419.20	\$417,699,000.00	\$8.83
Policy: 06030036	Citigroup Mortgage Loan Trust 2006-WF1, Class A-2D	17307G4J4	\$7,180,102.35	\$58,251,000.00	\$123.26
			\$7,180,102.35	\$58,251,000.00	\$123.26
Policy: 06030040	Citigroup Mortgage Loan Trust 2006-WF1, Class A-2E	17307G4K1	\$4,308,719.21	\$37,021,000.00	\$116.39
			\$4,308,719.21	\$37,021,000.00	\$116.39
Policy: 05030081	CMLTI 2005-WF2, Class AF-6B	17307GVM7	\$1,176,774.30	\$52,540,000.00	\$22.40
			\$1,176,774.30	\$52,540,000.00	\$22.40
Policy: 95010094	ContiMortgage 1995-1	21075WBA2	\$497,244.35	\$57,500,000.00	\$8.65
	ContiMortgage 1995-1	21075WAV7	5,156.36	232,054,309.00	0.02
	ContiMortgage 1995-1	21075WAW5	1,149.18	142,945,691.00	0.01
			\$503,549.89	\$432,500,000.00	\$1.16
Policy: 95010174	ContiMortgage 1995-2	21075WBF1	\$245,731.15	\$35,836,000.00	\$6.86
			\$245,731.15	\$35,836,000.00	\$6.86
Policy: 95010503	ContiMortgage 1995-4	21075WBX2	\$457,798.68	\$26,173,838.00	\$17.49
			\$457,798.68	\$26,173,838.00	\$17.49
Policy: 96010085	ContiMortgage 1996-1	21075WCJ2	\$544,607.82	\$40,977,000.00	\$13.29
	ContiMortgage 1996-1	21075WCL7	11,853.68	573,000,000.00	0.02
			\$556,461.50	\$613,977,000.00	\$0.91
Policy: 06030043	CSFB HEMT 2006-2	225470W58	\$10,768,559.12	\$240,000,000.00	\$44.87
			\$10,768,559.12	\$240,000,000.00	\$44.87
Policy: 04030054	CWABS 2004-U	126673VD1	\$0.00	\$245,000,000.00	\$0.00
	CWABS 2004-U	126673VE9	0.00	455,000,000.00	0.00
			\$0.00	\$700,000,000.00	\$0.00
Policy: 05030009	CWHEQ 2005-B	126685AA4	\$0.00	\$757,524,000.00	\$0.00
	CWHEQ 2005-B	126685AB2	0.00	1,042,476,000.00	0.00
			\$0.00	\$1,800,000,000.00	\$0.00
Policy: 05030105	CWHEQ 2005-G	126685AL0	\$0.00	\$846,450,000.00	\$0.00
	CWHEQ 2005-G	126685AM8	0.00	925,425,000.00	0.00
			\$0.00	\$1,771,875,000.00	\$0.00
Policy: 05030106	CWHEQ 2005-H	126685AN6	\$0.00	\$884,925,000.00	\$0.00
	CWHEQ 2005-H	126685AP1	0.00	886,950,000.00	0.00
			\$0.00	\$1,771,875,000.00	\$0.00
Policy: 06030115	CWHEQ 2006-H	126686AB0	\$34,533,042.44	\$1,320,000,000.00	\$26.16
	CWHEQ 2006-H	126686AC8	13,080,697.89	500,000,000.00	26.16
			\$47,613,740.33	\$1,820,000,000.00	\$26.16
Policy: 06030039	CWHEQ 2006-S2	126685DX1	\$15,762,127.60	\$258,112,000.00	\$61.07
	CWHEQ 2006-S2	126685DY9	4,952,975.18	49,196,000.00	100.68
	CWHEQ 2006-S2	126685DZ6	8,580,435.90	105,000,000.00	81.72
	CWHEQ 2006-S2	126685DW3	5,970,612.29	112,692,000.00	52.98
			\$35,266,150.97	\$525,000,000.00	\$67.17
Policy: 06030081	CWHEQ 2006-S3	23242MAB7	\$16,186,430.57	\$182,278,000.00	\$88.80
	CWHEQ 2006-S3	23242MAC5	3,592,120.09	73,715,000.00	48.73
	CWHEQ 2006-S3	23242MAD3	5,642,346.36	104,750,000.00	53.86
	CWHEQ 2006-S3	23242MAE1	9,303,032.37	100,000,000.00	93.03
	CWHEQ 2006-S3	23242MAA9	5,437,408.49	539,257,000.00	10.08
			\$40,161,337.88	\$1,000,000,000.00	\$40.16

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 06030111	CWHEQ 2006-S5	126683AC5	\$17,260,314.32	\$181,818,000.00	\$94.93
	CWHEQ 2006-S5	126683AD3	3,457,729.76	69,023,000.00	50.10
	CWHEQ 2006-S5	126683AE1	3,516,624.87	78,095,000.00	45.03
	CWHEQ 2006-S5	126683AF8	10,270,050.81	90,000,000.00	114.11
	CWHEQ 2006-S5	126683AA9	1,419,690.39	374,864,000.00	3.79
	CWHEQ 2006-S5	126683AB7	10,360,948.33	106,200,000.00	97.56
			\$46,285,358.48	\$900,000,000.00	\$51.43
Policy: 07030017	CWHEQ 2007-C	12670CAA5	\$6,134,253.96	\$950,000,000.00	\$6.46
			\$6,134,253.96	\$950,000,000.00	\$6.46
Policy: 05010400	Detroit (City of), MI Pension Obl COPs 05	25113PAL9	\$12,555,443.76	\$33,275,000.00	\$377.32
	Detroit (City of), MI Pension Obl COPs 05	25113PAM7	71,327,392.20	188,485,000.00	378.42
	Detroit (City of), MI Pension Obl COPs 05	25113PAN5	86,774,500.68	228,855,000.00	379.17
			\$170,657,336.64	\$450,615,000.00	\$378.72
Policy: 06010249	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AA0	\$57,432,323.77	\$148,540,000.00	\$386.65
			\$57,432,323.77	\$148,540,000.00	\$386.65
Policy: 06010250	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AC6	\$174,425,366.00	\$500,845,000.00	\$348.26
			\$174,425,366.00	\$500,845,000.00	\$348.26
Policy: 06010252	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AC6	\$3,586,784.60	\$500,845,000.00	\$7.16
			\$3,586,784.60	\$500,845,000.00	\$7.16
Policy: 06010253	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AC6	\$2,253,724.84	\$500,845,000.00	\$4.50
			\$2,253,724.84	\$500,845,000.00	\$4.50
Policy: 06010254	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AC6	\$6,520,589.82	\$500,845,000.00	\$13.02
			\$6,520,589.82	\$500,845,000.00	\$13.02
Policy: 06010255	Detroit (City of), MI Pension Obl Taxable COPs 06	251228AC6	\$6,520,589.82	\$500,845,000.00	\$13.02
			\$6,520,589.82	\$500,845,000.00	\$13.02
Policy: 93010162	DLJ 1993-4	23321PCN6	\$8,145.66	\$83,940,773.51	\$0.10
			\$8,145.66	\$83,940,773.51	\$0.10
Policy: 94010184	Equicon Loan Trust 1994-1	294419AD8	0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
Policy: 96010245	EquiVantage 1996-2	29476YAK5	\$202.73	\$15,429,000.00	\$0.01
			\$202.73	\$15,429,000.00	\$0.01
Policy: 97010145	EquiVantage 1997-1	29476YAS8	\$7.78	\$13,700,000.00	\$0.00
	EquiVantage 1997-1	29476YAT6	7.78	7,000,000.00	0.00
	EquiVantage 1997-1	29476YAU3	7.78	15,000,000.00	0.00
			\$23.34	\$35,700,000.00	\$0.00
Policy: 85010475	Escambia County Housing Financ	296122ED2	\$136,708.00	\$1,654,798.51	\$82.61
			\$136,708.00	\$1,654,798.51	\$82.61
Policy: 85010074	Galveston Cty Housing Finance	364216CA7	\$1,000,461.34	\$3,442,649.11	\$290.61
			\$1,000,461.34	\$3,442,649.11	\$290.61
Policy: 05030046	Hedged Mutual Fund Fee Trust 2005-2	422777AN2	\$11,655,573.09	\$256,000,000.00	\$45.53
			\$11,655,573.09	\$256,000,000.00	\$45.53
Policy: 07030018	Hedged Mutual Fund Fee Trust 2007-1	422777TAA2	\$2,967,124.55	\$220,250,000.00	\$13.47
			\$2,967,124.55	\$220,250,000.00	\$13.47
Policy: 85010334	Housing Finance Authority of Broward County, FL	115029NL0	\$317,891.39	\$357,306.00	\$889.69
			\$317,891.39	\$357,306.00	\$889.69
Policy: 85010212	Housing Finance Authority of Manatee County, FL	561842FQ3	\$79,133.94	\$8,815,000.00	\$8.98
			\$79,133.94	\$8,815,000.00	\$8.98
Policy: 04030037	Impac CMB Trust 2004-8	45254NKQ9	\$0.00	\$635,985,000.00	\$0.00
	Impac CMB Trust 2004-8	45254NKR7	0.00	745,195,000.00	0.00
	Impac CMB Trust 2004-8	45254NKS5	0.00	121,312,000.00	0.00
			\$0.00	\$1,502,492,000.00	\$0.00
Policy: 04030046	Impac CMB Trust 2004-10	45254NLJ4	\$326,867.18	\$844,039,000.00	\$0.39
	Impac CMB Trust 2004-10	45254NLK1	41,452.38	173,489,000.00	0.24
	Impac CMB Trust 2004-10	45254NLL9	270,299.85	681,725,000.00	0.40
			\$638,619.41	\$1,699,253,000.00	\$0.38
Policy: 04030053	Impac CMB Trust 2004-11	45254NLZ8	\$5,869,559.44	\$695,000,000.00	\$8.45
	Impac CMB Trust 2004-11	45254NMA2	1,512,104.74	178,348,000.00	8.48
			\$7,381,664.18	\$873,348,000.00	\$8.45
Policy: 05030039	IndyMac 2005-L1	456606HF2	\$8,750,927.36	\$242,000,000.00	\$36.16
			\$8,750,927.36	\$242,000,000.00	\$36.16

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 05030094	IndyMac 2005-L2	456606HK1	\$5,674,173.82	\$95,000,000.00	\$59.73
	IndyMac 2005-L2	456606HL9	8,790,055.64	147,125,000.00	59.75
			\$14,464,229.46	\$242,125,000.00	\$59.74
Policy: 05030154	IndyMac 2005-L3	456606JY9	\$17,475,579.42	\$243,500,000.00	\$71.77
			\$17,475,579.42	\$243,500,000.00	\$71.77
Policy: 06030041	IndyMac 2006-H1	456606MZ2	\$12,348,559.94	\$490,253,000.00	\$25.19
			\$12,348,559.94	\$490,253,000.00	\$25.19
Policy: 06030074	IndyMac 2006-L2	45661FAB7	\$902,545.39	\$67,559,000.00	\$13.36
	IndyMac 2006-L2	45661FAC5	19,488,561.02	28,105,000.00	693.42
			\$20,391,106.41	\$95,664,000.00	\$213.15
Policy: 06030050 ⁽²⁾	IndyMac INDS 2006-1	437089AC9	\$6,589,830.11	\$39,672,000.00	\$166.11
	IndyMac INDS 2006-1	437089AD7	14,468,962.48	25,131,000.00	575.74
	IndyMac INDS 2006-1	437089AE5	1,670,382.22	29,701,000.00	56.24
		\$22,729,174.81	\$94,504,000.00	\$240.51	
Policy: 06030093	IndyMac INDS 2006-2B	43709KAA7	\$29,361,294.67	\$585,242,000.00	\$50.17
			\$29,361,294.67	\$585,242,000.00	\$50.17
Policy: 06030089	Irwin 2006-2 Class IIA	46412QAD9	\$5,192,194.89	\$35,771,000.00	\$145.15
	Irwin 2006-2 Class IIA	46412QAE7	9,006.57	21,348,000.00	0.42
			\$5,201,201.46	\$57,119,000.00	\$91.06
Policy: 97010082	Jefferson Cnty,AL Swr Ref 97AB	472682NW9	\$22,390.29	\$221,040,000.00	\$0.10
	Jefferson Cnty,AL Swr Ref 97AB	472682MC4	102,073.37	221,040,000.00	0.46
	Jefferson Cnty,AL Swr Ref 97AB	472682MD2	31,609.82	221,040,000.00	0.14
		\$156,073.48	\$663,120,000.00	\$0.24	
Policy: 01010225	Jefferson County, AL Swr 2001A	472682JG9	\$7,902.45	\$1,095,000.00	\$7.22
	Jefferson County, AL Swr 2001A	472682JH7	11,853.68	1,155,000.00	10.26
	Jefferson County, AL Swr 2001A	472682JM6	9,219.53	1,410,000.00	6.54
	Jefferson County, AL Swr 2001A	472682JN4	658.54	1,480,000.00	0.44
		\$29,634.20	\$5,140,000.00	\$5.77	
Policy: 03010448	Jefferson County, Alabama Swr Ser 2003-B	472682LL5	\$29,634.20	\$147,200,000.00	\$0.20
	Jefferson County, Alabama Swr Ser 2003-B	472682LM3	26,341.51	147,000,000.00	0.18
		\$55,975.71	\$294,200,000.00	\$0.19	
Policy: 03010824	Jefferson County, Alabama Swr Ser 2003-C	472682ND1	\$16,463.45	\$110,000,000.00	\$0.15
			\$16,463.45	\$110,000,000.00	\$0.15
Policy: 04030049	JP Morgan RV/ Marine Trust 2004	48122CAB1	\$501,657.29	\$32,170,000.00	\$15.59
			\$501,657.29	\$32,170,000.00	\$15.59
Policy: 05030122	MASTR 2005-AB1, Class A-3A and A-5A	57643LLA2	\$35,727.20	\$152,320,000.00	\$0.23
	MASTR 2005-AB1, Class A-3A and A-5A	57643LLD6	25,053,694.27	50,000,000.00	501.07
			\$25,089,421.47	\$202,320,000.00	\$124.01
Policy: 06030021	MASTR 2006-AB1, Class A-3A	57643LNV4	\$14,568,290.66	\$59,127,000.00	\$246.39
			\$14,568,290.66	\$59,127,000.00	\$246.39
Policy: 07030039	MSAC 2007-NC4	61755EAA6	\$41,654,372.97	\$208,600,000.00	\$199.69
	MSAC 2007-NC4	61755EAB4	36,131,694.63	337,200,000.00	107.15
	MSAC 2007-NC4	61755EAC2	17,840,834.07	68,250,000.00	261.40
	MSAC 2007-NC4	61755EAD0	43,132,322.31	165,000,000.00	261.41
	MSAC 2007-NC4	61755EAE8	25,298,360.44	96,775,000.00	261.41
		\$164,057,584.42	\$875,825,000.00	\$187.32	
Policy: 06030032	Quest Trust 2006-X1	748351AR4	\$15,854,687.65	\$95,600,000.00	\$165.84
	Quest Trust 2006-X1	748351AS2	2,474,538.83	11,365,000.00	217.73
		\$18,329,226.48	\$106,965,000.00	\$171.36	
Policy: 07080037	River Run Project (Harrison Hydro Finance Inc.)	IN0000179	\$5,938,562.12	\$185,758,514.00	\$31.97
			\$5,938,562.12	\$185,758,514.00	\$31.97
Policy: 07080038	River Run Project (Harrison Hydro Finance Inc.)	IN0000180	\$4,125,943.74	\$185,143,094.00	\$22.29
			\$4,125,943.74	\$185,143,094.00	\$22.29
Policy: 00010882	Sovereign 2000-1 HEL Trust	84604CAE7	\$1,048,529.12	\$32,864,000.00	\$31.91
	Sovereign 2000-1 HEL Trust	84604CAF4	688,598.11	22,000,000.00	31.30
	Sovereign 2000-1 HEL Trust	84604CAG2	1,187,947.17	150,000,000.00	7.92
		\$2,925,074.40	\$204,864,000.00	\$14.28	
Policy: 04030051	Terwin Mortgage Trust 2004-23	881561PM0	\$1,132,935.49	\$151,369,000.00	\$7.48
			\$1,132,935.49	\$151,369,000.00	\$7.48
Policy: 05030155	Terwin Mortgage Trust 2005-13SL	881561C77	\$6,696,573.02	\$284,945,000.00	\$23.50
	Terwin Mortgage Trust 2005-13SL	881561C85	58,186,074.81	105,390,000.00	552.10
	Terwin Mortgage Trust 2005-13SL	881561C93	999,473.90	58,016,000.00	17.23
		\$65,882,121.73	\$448,351,000.00	\$146.94	

	Name	CUSIP	Permitted Policy Distributions ⁽¹⁾	Total Original Face	Permitted Policy Dist. per \$1,000 Original Face
Policy: 06030028	Terwin Mortgage Trust 2006-2HGS	881561P24	\$3,841,552.72	\$392,880,000.00	\$9.78
	Terwin Mortgage Trust 2006-2HGS	881561P32	42,003,499.00	98,220,000.00	427.65
			\$45,845,051.72	\$491,100,000.00	\$93.35
Policy: 06030108	Terwin Mortgage Trust 2006-8SL	88156UAA8	\$60,050,337.99	\$506,940,000.00	\$118.46
	Terwin Mortgage Trust 2006-8SL	88156UAB6	53,989,084.07	126,735,000.00	426.00
			\$114,039,422.06	\$633,675,000.00	\$179.97
Gross Permitted Policy Distributions			\$1,841,463,379.47		
(-) Amounts Related to FGIC-Owned Instruments			(361,834,955.38)		
Total Permitted Policy Distributions (Net of Amounts Related to FGIC-Owned Instruments)			\$1,479,628,424.09		

(1) Permitted Policy Distribution will not be further reduced for Trustees' distributions after the Reference Date of payments made by FGIC prior to the Reference Date. For the avoidance of doubt, Permitted Policy Distributions will be reduced when FGIC makes any payment to a Policyholder (e.g., a Trustee), but will not be further reduced when the Trustee distributes such payment to holders

(2) DPO allocated based on the sequential structure in the trust documents, DPOA allocated based on outstanding principal balance, and future claims allocated based on outstanding principal balance assuming that DPO payments are sufficient to pay off principal of classes A-3 and A-5. Any payments made by the Trustee from cash received from the underlying collateral to classes A-3 and A-5 from the Reference Date to the Effective Date would reduce the Permitted Policy Distribution to classes A-3 and A-5 and increase the Permitted Policy Distribution to class A-4