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Goldman Sachs

REVISED CONFIRMATION

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| DATE: | April 18, 2007 |
| TO: | AIG Financial Products Corp. |
| FROM: | Goldman Sachs International |
| RE: | ABACUS 2005-3 Credit Default Swap Transaction |
| Reference No.: | NUUQ5074F003 |

Ladies and Gentlemen:

The purpose of this communication is to revise and replace the confirmation dated July 28, 2005 and to set forth the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the "**Transaction**") between Goldman Sachs International ("**Goldman**") and AIG Financial Products Corp. ("**Counterparty**"). This communication constitutes a "**Confirmation**" as referred to in the Swap Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement (the "**May 2003 Supplement**"), each as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") and as modified as set forth herein (together, the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between the provisions of this Confirmation and the Definitions, this Confirmation shall prevail for the purpose of the Transaction.

This confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of August 19, 2003 (including the Schedule and Credit Support Annex thereto), as amended and supplemented from time to time (the "**Swap Agreement**") between Goldman and Counterparty. All provisions contained in the Swap Agreement govern this Confirmation except as expressly modified below.

The parties agree and acknowledge that the Transaction to which this Confirmation relates contemplates more than one Reference Entity and more than one Reference Obligation and the provision of credit default protection with respect to a Credit Event of each such Reference Entity and each such Reference Obligation and that accordingly there may be more than one Credit Event, more than one Cash Settlement Amount and more than one Cash Settlement Date and that the Definitions (and in particular the definition of "Termination Date") should, for the purposes of this Confirmation, be interpreted accordingly. Thus relevant sections of the Definitions (including but not limited to Sections 1.8, 3.2 and 7.8) shall be construed to apply separately with respect to each Reference Entity, except as otherwise provided in this Confirmation.

This Transaction will be taken into account by the parties for purposes of calculating their Exposure under the Credit Support Annex to the Schedule to the ISDA Master Agreement dated as of 19 August 2003

between Goldman and Counterparty (the "**CSA**") only if the CSA Trigger Condition (as defined below) has been satisfied.

"**CSA Trigger Condition**" means that either (a) the Calculation Agent notifies the parties that the rating assigned to the ABACUS 2005-3 Class A-2 Notes by Moody's or S&P has been reduced by one or more rating subcategories (for example reduced from "Aaa" to "Aa1" by Moody's, or from "AAA" to "AA+" by S&P) or (b) the rating of the long-term debt of American International Group, Inc. is reduced to below A3 (by Moody's) or to below A- (by Standard & Poor's).

The "**ABACUS 2005-3 Class A-2 Notes**" means the obligations that have been co-issued by ABACUS 2005-3, Ltd. and ABACUS 2005-3, Inc., pursuant to an indenture dated as of July 28, 2005, and with an original principal amount of USD 120,000,000, CUSIP 00256LAE4, rated "Aaa" by Moody's and "AAA" by S&P.

If the CSA Trigger Condition has been satisfied, either party calculating its Exposure attributable to this Transaction for purposes of the CSA, will use the methodology set out below:

(i) The party will re-tranche this Transaction and will determine the Moody's Model Rating applicable to each tranche of this Transaction. The party will re-tranche this Transaction to create, to the extent possible, a "**Super Senior Tranche**" (as defined below), a "**Aaa Tranche**" (as defined below) and further subordinated tranches as required so that the aggregate notional amounts of the tranches is equal to the Outstanding Swap Notional Amount. For the avoidance of doubt such party may determine that this Transaction consists of a single tranche.

"**Super Senior Tranche**" means a tranche that has a notional amount of USD 220,000,000 subordinated to it that has a Moody's Model Rating of "Aaa" (the "**Aaa Tranche**").

(ii) The party will determine its good faith estimates of the Spreads attributable to each tranche of the Transaction.

"**Spread**" means the Fixed Rate that would be payable under a credit default swap transaction with a notional equal to the notional of the relevant tranche and subordination equal to the subordination of the relevant tranche and otherwise on similar terms to this Transaction (including for the avoidance of doubt Fixed Rate Payer Payment Dates) (a "**Hypothetical CDS Transaction**").

(iii) The party will calculate the weighted average of the Spreads. The weighting assigned to each tranche will be the USD notional amount of that tranche divided by the Outstanding Swap Notional Amount (such weighted average, the "**Market Spread**").

(iv) The party will determine its Exposure attributable to this Transaction for purposes of the CSA as the net present value of a stream of fixed payments, such fixed payments being the future "**Fixed Amounts**" that would be payable under this Transaction if the Outstanding Swap Notional Amount were amortized as agreed by the parties and the "**Fixed Rate**" were the Market Spread minus the Fixed Rate, discounted from and including the date of calculation to but excluding the Scheduled Termination Date based on an amortizing notional amount as agreed by the parties at a curve equal to the party's good faith estimate of the relevant currency LIBOR swap curve plus the Market Spread. For the avoidance of doubt in determining such net present value no regard will be had to the Floating Payments under this Transaction. If such amount is a positive number it will be deemed to be an amount payable by Counterparty to Goldman and if such amount is a negative number it will be deemed to be an amount payable by Goldman to Counterparty.

"**Moody's Model Rating**" means, at any time, the relevant party's good faith estimate of the rating Moody's would attribute to a new transaction entered into at such time on the same terms as a Hypothetical CDS Transaction.

For the purposes of Paragraph 4 (a)(4)(i)(B) of the CSA in the event that there is a dispute regarding that part of the Exposure attributable to this Transaction, the Calculation Agent may follow one of the following procedures:

(a) The Calculation Agent may obtain from Moody's the actual rating that would apply in a Hypothetical CDS Transaction to the Aaa Tranche created by Counterparty pursuant to paragraph (i) above (as defined by Counterparty's determination of an "attachment point" for such Aaa Tranche) (such Aaa Tranche, the "Counterparty Aaa Tranche"). In the event that such actual rating of the Counterparty Aaa Tranche is less than "Aaa", the Aaa Tranche created by Goldman pursuant to paragraph (i) above (as defined by Goldman's determination of an "attachment point" for such Aaa Tranche) (such Aaa Tranche, the "Goldman Aaa Tranche") will be used for purposes of calculating each party's Exposure and Counterparty will pay the rating agency costs related to such actual rating. In the event that the actual rating of the Counterparty Aaa Tranche is "Aaa", the Counterparty Aaa Tranche will be used for purposes of calculating each party's Exposure and Goldman will pay the rating agency costs related to such actual rating.

(b) The Calculation Agent may follow the procedure set out in Paragraph 4 (a)(4)(i)(B) of the CSA above provided that actual quotations may only be obtained from Reference Market–makers that are dealers in super senior tranches of credit derivative transactions and that have an executed ISDA Master Agreement and Credit Support Annex in place with Goldman or any affiliate of Goldman and must have a credit rating that, in the opinion of Goldman would enable Goldman or such affiliate to trade with them and preserve the economics of this Transaction for Goldman.

The terms of the particular Transaction to which this Confirmation relates are as follows:

## 1. General Terms:

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| Trade Date: | 7 July, 2005 |
| Effective Date: | 28 July, 2005 |
| Scheduled Termination Date: | 28 July, 2039 |
| Termination Date: | The earliest of (A) the day that is five Business Days after the Outstanding Swap Notional Amount is reduced to zero, (B) the later of (i) the Scheduled Termination Date and (ii) the Extended Termination Date, (C) the Early Termination Date and (D) the Optional Termination Date. |
| Extended Termination Date: | If, on the Scheduled Termination Date, a Credit Event has occurred with respect to which the Conditions to Settlement have been satisfied but with respect to which the Cash Settlement Date has not occurred, the Termination Date will extend to the day that is five Business Days after the last Calculation Date; *provided, however*, that if one or more Reference Obligations that suffered one or more Material Writedown Credit Events prior to the Scheduled Termination Date remain in the Reference Portfolio as of the Scheduled Termination Date and all or any portion of the cumulative Writedown Amount with respect thereto has not been offset by a corresponding Write-up Amount as of the Scheduled Termination Date, the Extended Termination Date |

shall be the earliest of (i) the date on which the last such Reference Obligation is removed from the Reference Portfolio, (ii) one calendar year after the Scheduled Termination Date and (iii) the date on which the Reimbursement Payment corresponding to the last such Material Writedown with respect to any such Reference Obligation is paid.

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| Initial Swap Notional Amount: | $1,200,000,000 |
| Attachment Point: | 40% |
| Exhaustion Point: | 100% |
| Initial Reference Portfolio Notional Amount: | $2,000,000,000 |
| Outstanding Swap Notional Amount: | On the Effective Date, the Initial Swap Notional Amount. Following the Effective Date, the Outstanding Swap Notional Amount will be: |

(i) on each Cash Settlement Date:

(a) decreased by an amount equal to the sum of the Credit Event Adjustment Amounts for which Cash Settlement Amounts are paid by Counterparty to Goldman on such Cash Settlement Date;

(b) decreased by an amount equal to the sum of the Recovery Adjustment Amounts related to Reference Obligations for which Cash Settlement Amounts are paid by Counterparty to Goldman on such Cash Settlement Date;

(ii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the sum of the related Amortization Adjustment Amounts; and

(iii) increased on each Business Day on which any Principal Reimbursement Amounts are paid to Counterparty by Goldman, by an amount equal to such Principal Reimbursement Amount.

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| Initial Loss Threshold Amount: | The product of (a) the Initial Reference Portfolio Notional Amount and (b) the Attachment Point |
| Loss Threshold Amount: | On the Effective Date, the Initial Loss Threshold Amount. Following the Effective Date, the Loss Threshold Amount will be: |

(i) five Business Days following each Calculation Date, decreased by an amount equal to the lesser of (a) the

aggregate Loss Amount determined on such Calculation Date and (b) the Loss Threshold Amount immediately prior to such determination; and

(ii) if, after the occurrence of a Material Writedown (for which a Loss Amount was calculated), the principal amount of the related Reference Obligation is reinstated by the related Reference Entity, on the Business Day after such reinstatement, increased by an amount, if greater than zero, equal to (a) the Write-up Amount on such date *less* (b) the ICE Outstanding Swap Notional Amount Differential; and

(iii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the lesser of (a) the amount available to reduce the Loss Threshold Amount in accordance with the Modified Sequential Paydown Sequence and (b) the Loss Threshold Amount immediately prior to such determination.

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| Floating Rate Payer (the "**Seller**"): | Counterparty |
| Fixed Rate Payer (the "**Buyer**"): | Goldman |
| Calculation Agent: | Goldman; provided, however, that Goldman and Counterparty agree to use good faith efforts to resolve expeditiously and jointly any disputes with respect to a determination or calculation which is to be performed by the Calculation Agent. In the event that any such dispute cannot be resolved within two Business Days, the parties agree that LaSalle Bank National Association ("**LaSalle**") or, if LaSalle is no longer the trustee for the ABACUS 2005-3 Notes, the then-current trustee for the ABACUS 2005-3 Notes (such trustee or LaSalle, as applicable, the "**Substitute Calculation Agent**"), may make such determination or calculation. Any determinations or calculations by a Substitute Calculation Agent will be binding and conclusive on the parties only upon agreement by each party. Any fees or expenses of a Substitute Calculation Agent shall be met equally by both parties. |
| Calculation Agent City: | New York |
| Business Day: | New York and London |
| Business Day Convention: | Following (which shall apply to any date (other than the Effective Date) referred to in this Confirmation that falls on a day that is not a Business Day and the last sentence of Section 1.6 shall not apply to this Transaction. |
| Reference Entity: | Each of the Reference Entities listed in the Reference Obligation Registry and, as determined by the Calculation Agent, any entity |

that succeeds to the obligations of such Reference Entity relating to such Reference Obligation (each a "**Reference Entity**").

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| Reference Obligation: | With respect to each Reference Entity, the obligation listed opposite such Reference Entity in the Reference Obligation Registry on the Effective Date (each a "**Reference Obligation**" and, collectively, the "**Reference Portfolio**"). |
| No Exposure Required: | For the avoidance of doubt, Goldman is not required to have any credit exposure to any Reference Entity or any Reference Obligation. |
| Reference Obligation Notional Amount: | With respect to (i) a Dollar denominated Reference Obligation, the notional amount of such Reference Obligation as recorded in the Reference Obligation Registry and (ii) a Reference Obligation denominated in a currency other than Dollars, the product of (a) the notional amount of such Reference Obligation denominated in such other currency as recorded in the Reference Obligation Registry and (b) its Notional Foreign Exchange Rate. |
| Obligation(s): | Reference Obligations Only |
| Notification: | Goldman will inform Counterparty of the amount of any Amortization Adjustment Amount in respect of a Reference Entity no later than the end of the Due Period in which of such Amortization Adjustment Amount has been determined. |
| All Guarantees: | Not Applicable. |
| Reference Price: | 100% |
| Removal of Reference Obligations From Reference Portfolio: | Following (i) the redemption or amortization in full of a Reference Obligation or (ii) a Credit Event other than a Material Writedown and the satisfaction of the Conditions to Settlement, the Reference Obligation that redeemed or amortized in full or is the subject of such Credit Event will be removed from the Reference Portfolio. Subject to the foregoing, if the Reference Obligation Notional Amount of a Reference Obligation that suffered one or more Material Writedown Credit Events is reduced to zero at any time on or prior to the Scheduled Termination Date and remains at zero for a period of one calendar year, such Reference Obligation shall be removed from the Reference Portfolio as of the last day of such one calendar year period. |

## 2. Fixed Payments and Reimbursement Payments:

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| Fixed Rate Payer Payment Dates: | Each Payment Date. |
| Fixed Rate Payer Calculation Period: | Section 2.9 of the Credit Derivatives Definitions is amended by replacing the words "the earlier to occur of the Scheduled Termination Date and the Event Determination Date" with "the |

earlier to occur of the Scheduled Termination Date and the Calculation Date on which the Outstanding Swap Notional Amount is reduced to zero".
Section 5.4 of the Credit Derivatives Definitions is amended by replacing the words "the earlier to occur of the Scheduled Termination Date and the Event Determination Date" with "the earlier to occur of the Scheduled Termination Date and the Calculation Date on which the Outstanding Swap Notional Amount is reduced to zero".

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| Fixed Rate: | 0.12% per annum. |
| Fixed Amount (the **"Fixed Payment"**): | The product of (a) the Fixed Rate, (b) the average daily Outstanding Swap Notional Amount during the related Fixed Rate Payer Calculation Period, and (c) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360. |
| Reimbursement Payments: | If, after the occurrence of a Material Writedown (for which a Loss Amount was calculated) but on or prior to the earlier of (x) the date on which the related Reference Obligation is removed from the Reference Portfolio and (y) the Termination Date, the principal amount of the related Reference Obligation is reinstated, in whole or in part, by the related Reference Entity, Goldman will pay to Counterparty, no later than the Payment Date following the Due Period in which such reinstatement occurs, an amount equal to the sum of:<br>(i) the related Principal Reimbursement Amount; and<br>(ii) the aggregate ICE Fixed Payment Reimbursement Amount payable on such date. |

**3. <u>Floating Payments</u>:**

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| Floating Rate Payer: | Counterparty |
| Floating Payments: | All Cash Settlement Amounts |
| Conditions to Settlement: | Credit Event Notice and Notice of Publicly Available Information |
| Notifying Party: | Buyer or Seller |
| Notice of Publicly Available Information: | Applicable<br>For the avoidance of doubt, the parties agree (i) that the Conditions to Settlement may be satisfied more than once under this Transaction, (ii) following a Material Writedown and the satisfaction of the Conditions to Settlement relating thereto, the Conditions to Settlement with respect to the Reference Obligation that is the subject of such Material Writedown may be satisfied more than once and (iii) following a Credit Event other |

than a Material Writedown and the satisfaction of the Conditions to Settlement relating thereto, the Conditions to Settlement with respect to the Reference Obligation that is the subject of such Credit Event may not be satisfied again.

Notice Delivery Period: Means the period from and including the Effective Date to but including the earliest of the Scheduled Termination Date, an Optional Termination Date or an Early Termination Date.

Credit Events: The following Credit Events shall apply with respect to each Reference Obligation:

(i) Failure to Pay Principal;

(ii) Failure to Pay Interest;

(iii) Downgrade to Default Ratings;

(iv) Material Writedown;

(v) Bankruptcy.; or

(vi) Interest Deferral.

"**Failure to Pay Principal**" means a failure by a Reference Entity to pay the outstanding principal amount of the relevant Reference Obligation, at the earlier of:

(i) the legal maturity of the relevant Reference Obligation; or

(ii) the date on which the assets securing the relevant Reference Obligation or designated to fund amounts due in respect of such Reference Obligation are liquidated, distributed or otherwise disposed;

*provided, however*, that the failure by a Reference Entity to pay the outstanding principal amount in accordance with the foregoing shall not constitute a Failure to Pay Principal where such failure has occurred solely due to a miscalculation on the part of the entity responsible for calculating such amounts pursuant to the terms of the relevant Reference Obligation where:

(a) such miscalculation has not resulted in a default or event of default pursuant to the terms of such Reference Obligation;

(b) such miscalculation is acknowledged in writing or via facsimile by such responsible entity within two business days of its occurrence; and

(c) such miscalculation is remedied and the outstanding principal amount is paid in full within two business days of such acknowledgement.

**"Failure to Pay Interest"** means a failure by a Reference Entity to make a scheduled interest payment on the relevant Reference Obligation on any scheduled distribution date (such unpaid amount being an **"Interest Shortfall"**), *provided* that (A) with respect to a Reference Obligation that is not an RMBS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), the capitalization of such Interest Shortfall or the separate recording of such Interest Shortfall as capitalized interest (in each case, in lieu of cash payment of such interest) in accordance with and to the extent provided for under the terms of such Reference Obligation (as at the date on which such Reference Obligation is issued and incurred) will not constitute a Failure to Pay Interest and (B) with respect to a Reference Obligation that is an RMBS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), the reduction of an interest payment on such Reference Obligation occurring solely as a result of an available funds cap and/or a weighted average coupon cap (as provided for in the Underlying Instruments of such Reference Obligation) will not constitute a Failure to Pay Interest, unless, in the case of either of clause (A) or (B) above, (i) the same constitutes a default or an event of default under the terms of such Reference Obligation or (ii) the terms of such Reference Obligation do not provide for the reimbursement of such Interest Shortfall (and accrued interest thereon).

Notwithstanding any provision to the contrary contained herein, the failure by a Reference Entity to make a scheduled interest payment in accordance with the foregoing shall not constitute a Failure to Pay Interest where such failure has occurred solely due to a miscalculation on the part of the entity responsible for calculating such amounts pursuant to the terms of the relevant Reference Obligation where:

(i) such miscalculation has not resulted in a default or event of default pursuant to the terms of such Reference Obligation;

(ii) such miscalculation is acknowledged in writing or via facsimile by such responsible entity within two business days of its occurrence; and

(iii) such miscalculation is remedied and the appropriate amount of interest is paid in full

within two business days of such acknowledgement.

For the avoidance of doubt, the occurrence of an Interest Shortfall on a security rated by Moody's and S&P with respect to the timely payment of interest shall constitute a Failure to Pay Interest.

"**Downgrade to Default Ratings**" means a Reference Obligation:

(i) If such Reference Obligation has a pubic Actual Rating by both Moody's and S&P, has experienced (a) an event described in subclause (ii)(a) or (ii)(b) below and (b) an event described in subclause (iii)(a) or (iii)(b) below, and in each case, such events are continuing

(ii) if such Reference Obligation has a public Actual Rating only by Moody's:

(a) is downgraded to "Ca" or below by Moody's; or

(b) has the rating assigned to it by Moody's withdrawn and not reinstated within five Business Days of such withdrawal; and

(iii) if such Reference Obligation has a public Actual Rating only by S&P:

(c) is downgraded to "CC" or below by S&P; or

(d) has the rating assigned to it by S&P withdrawn and not reinstated within five Business Days of such withdrawal.

For the avoidance of doubt, if a Reference Obligation is not publicly rated by S&P, then only the provisions of subclause (ii) above shall apply, and if a Reference Obligation is not publicly rated by Moody's, then only the provisions of subclause (iii) above shall apply.

"**Material Writedown**" means the cumulative Writedown Amount in respect of a Reference Obligation has exceeded zero for the greater of (i) two payment periods and (ii) three consecutive months in respect of such Reference Obligation.

"**Bankruptcy**" means a Reference Entity:

(i) is dissolved (other than pursuant to a consolidation, amalgamation or merger, or subsequent to the substitution of the Reference Entity as principal obligor);

(ii) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(iii) seeks or becomes subject to the appointment of a bankruptcy administrator, provisional liquidator, conservator or receiver for it or for all or substantially all of its assets;

(iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (a) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained within 30 days of the institution or presentation thereof;

(v) is unable to pay its debts as they become due or fails or admits in writing in any proceeding or filing its inability generally to pay its debts as they become due and payable;

(vi) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subclauses (i) to (v) above (inclusive); or

(vii) takes any formal action indicating its consent to, approval of or acquiescence in any of the foregoing acts;

*provided, however*, that:

(a) none of the events specified in subclauses (i) to (vii) above which occurs with respect to the Reference Entity shall be a Bankruptcy Credit Event with respect to the related Reference Obligation if (a) the relevant event is not an actual or potential event of default (however described) under the terms of the Reference Obligation or (b) no security securing such Reference Obligation is avoided or set aside or adjusted pursuant to any action taken by an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official or any creditor of the Reference Entity; and

(b) a Bankruptcy Credit Event under subclause (v) above shall not be treated as occurring solely by reason of the addition of accrued interest to the

principal amount of the related Reference Obligation or the separate recording of interest as capitalized interest, in each case instead of being paid in cash and as provided for under the terms of such Reference Obligation (unless such addition of accrued interest or separate recording of interest constitutes a default or event of default under the terms of such Reference Obligation in effect at the time of inclusion of the Reference Obligation in the Reference Portfolio).

**"Interest Deferral"** means, with respect to a Reference Obligation that is either (a) a CDO Cashflow Security (as identified under the heading "Specified Type" in the Reference Obligation Registry) or (b) an ABS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), (i) a failure by the Reference Entity to make scheduled interest payments on such Reference Obligation for twenty-four consecutive months and (ii) such failure described in clause (i) does not satisfy the definition of "Failure to Pay Interest" without giving effect to the minimum payment requirement.

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| Payment Requirement: | Solely in the case of Failure to Pay Interest: $10,000<br>In the case of all other Credit Events: $0 |
| Notification: | Goldman will inform Counterparty of any Cash Settlement Amount and/or any Recovery Adjustment Amount in respect of a Reference Entity as soon as reasonably practicable following the determination of such Cash Settlement Amount and/or Recovery Adjustment Amount. |

## 4. Settlement Terms / Terms Relating to the Calculation of "Cash Settlement Amount":

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| Settlement Method: | Cash Settlement. For the avoidance of doubt a Final Price will be determined in respect of a Reference Obligation in accordance with the Valuation Method only in respect of Failure to Pay Interest, Downgrade to Default Rating, Interest Deferral and Bankruptcy. |
| Valuation Date: | Multiple Valuation Dates: 60 Valuation Business Days; and each 5 Valuation Business Days thereafter |
| Number of Valuation Dates: | 2 |
| Valuation Time: | 11:00 a.m. in the principal trading market for the Reference Obligation |
| Quotation Method: | Bid |
| Quotation Amount: | With respect to any Reference Obligation, the Reference Obligation Notional Amount. |

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| Dealer(s): | As per the Definitions, except that Seller shall be a Dealer; provided that, notwithstanding Section 7.15 of the Definitions, the Calculation Agent will have no obligation to consult with the parties in selecting the Dealers. |
| Quotation: | Exclude Accrued Interest.<br><br>The definitions of "Full Quotation" and "Weighted Average Quotation" will be construed, for purposes of this Transaction, as referring to firm bid quotations from Dealers where such bid quotations can be accepted by either (a) delivery of an amount of the Reference Obligation or (b) entry into a Total Return Swap consistent with the form attached as Appendix A where the Notional Amount (as defined in such Total Return Swap) is equal to the Quotation Amount. |
| Valuation Method: | Average Highest; provided however, that following each Quotation, if either (A) Seller has not provided the highest bid quotation or (B) Seller is not the Notifying Party related to the Credit Event with respect to which a Final Price is being determined, the highest bid quotation obtained for the purpose of determining such Final Price shall be increased by the product of (i) 10.00% and (ii) the ratio of (a) the greater of (I) zero and (II) 65.00% minus the highest bid quotation and (b) 65.00%. |
| Cash Settlement Date: | 10 Business Days following the relevant Calculation Date. |
| Calculation Date: | The Business Day on which Goldman satisfied the Conditions to Settlement except with respect to a Failure to Pay Interest, Downgrade to Default Rating, Interest Deferral or Bankruptcy, in which case the related Calculation Date will be the date on which the Final Price is determined. |
| Settlement Currency: | USD |
| Cash Settlement Amount: | With respect to a Reference Obligation, an amount equal to any Credit Event Adjustment Amount that is greater than zero determined on the related Calculation Date. |
| Notification: | Goldman will inform Counterparty of the amount of any Loss Amount in respect of a Reference Entity as soon as reasonably practicable following the determination of such Loss Amount, irrespective of whether or not the aggregate of all Loss Amounts is less than or equal to the Initial Loss Threshold Amount. |
| Modification to the Definitions: | Section 2.2 shall not apply to this Transaction.<br><br>Section 2.30 shall not apply to this Transaction.<br><br>Section 2.31 shall not apply to this Transaction.<br><br>Section 7.7(b) of the Definitions shall be amended by the deletion of the 4th through 10th lines (inclusive) thereof.<br><br>The Definitions shall be amended by the addition of a new Section 7.7(e) as follows: |

"For purposes of determination of Quotations under this Section 7.7, "Dealer" shall mean an Approved Dealer and the Seller."

The Definitions shall be amended by the addition of a new Section 9.1(c) as follows:

"Goldman and Counterparty shall each be deemed to represent to the other party on the Trade Date of a Credit Derivative Transaction that such Credit Derivative Transaction is not intended to be a contract of surety, insurance, guarantee or indemnity."

**5. Optional Termination:**

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| Optional Termination: | On any Payment Date after the end of the Non-Call Period, Goldman may elect to terminate the Transaction at any time by delivering to Counterparty a termination notice (the "Optional Termination Notice"). |
| Optional Termination Date: | The date of delivery of the Optional Termination Notice by Goldman to Counterparty. |
| Non-Call Period: | The period from the Effective Date to and including the Payment Date in August 2009.<br><br>For the avoidance of doubt, no termination payment shall be paid by either party on the Optional Termination Date. |

**6. Notice and Account Details:**

Counterparty Contact Details for Notices

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| Address: | AIG Financial Products Corp.<br>50 Danbury Road<br>Wilton, CT 06897-4444 |
| Attention: | Chief Financial Officer<br>(with a copy to the General Counsel at the above address) |
| Facsimile No.: | (203) 222-4780 |
| Telephone No.: | (203) 222-4700 |

Goldman Contact Details for Notices

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| Attention: | Credit Derivatives Middle Office London |
| Facsimile No.: | (212) 428 9189 |
| Telephone No.: | (212) 357 0167 |

Account Details of Counterparty:

ABA:
BANK NAME:
CITY:
A/C #:
ENTITY NAME:

Account Details of Goldman:
ABA:
BANK NAME:
CITY:
A/C #:
ENTITY NAME:

7. **Additional Definitions:**

**"ABACUS 2005-3 Notes"**: The obligations that have been co-issued by ABACUS 2005-3, Ltd. and ABACUS 2005-3, Inc., pursuant to an indenture dated as of July 28, 2005.

**"Accrual Period"**: the period from and including the Effective Date to but excluding the first Payment Date, and each successive period from and including each Payment Date to but excluding the following Payment Date (except with respect to the Payment Date preceding the Scheduled Termination Date to but excluding the Scheduled Termination Date).

**"Actual Rating"**: With respect to any Obligation, the actual expressly monitored outstanding rating assigned by a Rating Agency, without reference to any other rating by another Rating Agency, and which rating by its terms addresses the full scope of the payment promise of the obligor on such Obligation, after taking into account any applicable guarantee or insurance policy or if no such rating is available from a Rating Agency, any "credit estimate" or "shadow rating" assigned by such Rating Agency.

**"Actual Swap Notional Overcollateralization Ratio"**: On any date of determination on which the Outstanding Swap Notional Amount is greater than zero, the ratio, expressed as a percentage and rounded to one decimal place, of (i) the aggregate Reference Portfolio Notional Amount and (ii) the Outstanding Swap Notional Amount on such date of determination.

**"Affiliate"** or **"Affiliated"**: With respect to a Person, (i) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person or (ii) any other Person who is a director, officer or employee (a) of such Person, (b) of any subsidiary or parent company of such Person or (c) of any Person described in subclause (i) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (i) to vote more than 50% of the securities having ordinary voting power for the election of directors of any such Person or (ii) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

**"Amortization Adjustment Amount"**: On any date of determination, an amount equal to the lesser of (i) the amount available to reduce the Outstanding Swap Notional Amount in accordance with the Modified Sequential Paydown Sequence and (ii) the Outstanding Swap Notional Amount immediately prior to such determination.

**"Approved Dealer"**: Any of the Persons or their Affiliates set forth below (including the successor to any such Person):

ABN AMRO Bank N.V.;

Banc One Securities Corporation;

Bank of America Securities LLC;

Barclays Bank PLC;

Bear, Stearns & Co. Inc.;

BNP Paribas;

Canadian Imperial Bank of Commerce;

Citigroup;

Commerzbank AG;

Countrywide Securities Corporation;

Credit Suisse First Boston;

Deutsche Bank AG;

Dresdner Bank AG;

First Tennessee Bank National Association;

Greenwich Capital Markets, Inc.;

HSBC Bank plc;

JP Morgan Chase & Co.;

Legg Mason Wood Walker;

Lehman Brothers;

Merrill Lynch & Co., Inc.;

Morgan Stanley & Co., Inc.;

Nomura Securities Co., Ltd.;

Raymond James Financial, Inc.;

Societe Generale Group;

TD Bank Financial Group;

UBS AG;

United Capital Markets Inc.;

Wachovia Securities, LLC;

Washington Mutual Inc; or

WestLB AG.

"**Credit Event Adjustment Amount**": An amount equal to the greater of (a) zero and (b)(i) the aggregate Loss Amount determined on the related Calculation Date less (ii) the Loss Threshold Amount immediately prior to such determination.

"**Dollar**": A dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for all debts, public and private.

"**Due Period**": With respect to any Payment Date, the period commencing on the day immediately following the fifth Business Day prior to the preceding Payment Date (or, in the case of the Due Period relating to the first Payment Date, beginning on the Effective Date) and ending on (and including) the fifth Business Day prior to such Payment Date (or, in the case of a Due Period that is applicable to the Payment Date relating to the Termination Date, ending on (and including) the Business Day immediately preceding such Payment Date or Termination Date, as the case may be).

"**Euro**", "**Euros**" and "**€**": The currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended from time to time.

**"ICE Accrued Fixed Payment Amount"**: The amount of Fixed Payment accrued, during the related Accrual Period on the average daily ICE Outstanding Swap Notional Amount during the preceding Accrual Period.

**"ICE Actual Swap Notional Overcollateralization Ratio"**: On any date of determination on which the ICE Outstanding Swap Notional Amount is greater than zero, the ratio, expressed as a percentage and rounded to one decimal place, of (i) the aggregate ICE Reference Portfolio Notional Amount and (ii) the ICE Outstanding Swap Notional Amount on such date of determination.

**"ICE Fixed Payment Differential"**: An amount equal to (i) the ICE Accrued Fixed Payment Amount *less* (ii) the Fixed Payment accrued during the related Accrual Period.

**"ICE Fixed Payment Reimbursement Amount"**: On any Payment Date, an amount equal to the product of:

(i) the sum of:

(A) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date),

(B) the product of (a) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date), (b) the Swap Interest Rate and (c) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360, and

(C) the ICE Fixed Payment Differential on such Payment Date; and

(ii) the lesser of (a) 1 or (b) a fraction, the numerator of which is the Write-up Amount allocated to the Outstanding Swap Notional Amount and the denominator of which is the ICE Outstanding Swap Notional Amount Differential on the immediately preceding Payment Date.

**"ICE Loss Amount"**: On (i) any Calculation Date, an amount determined by the Calculation Agent with respect to the related Credit Event as follows:

(a) with respect to a Failure to Pay Principal, the ICE Loss Amount will be an amount equal to the amount of unpaid principal allocable to such Reference Obligation (plus any unpaid accrued or deferred interest);

(b) with respect to a Failure to Pay Interest, a Downgrade to Default Ratings, an Interest Deferral or a Bankruptcy, the ICE Loss Amount will be the sum of (a) the greater of (1) the product of (A) 100% minus the Final Price and (B) the ICE Reference Obligation Notional Amount of the related Reference Obligation and (2) zero and (b) any unpaid accrued or deferred interest on the related Reference Obligation; and

(c) with respect to a Material Writedown, zero; and

(ii) any Business Day on which a Reference Obligation that has suffered one or more Material Writedowns is removed from the Reference Portfolio, the sum of any Material Writedowns with respect to such Reference Obligation that have not been offset by a corresponding Write-up Amount prior to such removal;

*provided* that, with respect to a Reference Obligation not denominated in Dollars, the ICE Loss Amount shall equal the product of (a) the ICE Loss Amount denominated in such other currency determined as set forth above and (b) the applicable Notional Foreign Exchange Rate.

**"ICE Loss Threshold Amount"**: An amount equal to the Initial Loss Threshold Amount on the Effective Date and that will be decreased thereafter:

(i) five Business Days following each Calculation Date by an amount equal to the lesser of (a) the aggregate ICE Loss Amount determined on such Calculation Date and (b) the ICE Loss Threshold Amount immediately prior to such determination.

(ii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the lesser of (a) the amount available to reduce the ICE Loss Threshold Amount in accordance with the ICE Modified Sequential Paydown Sequence and (b) the ICE Loss Threshold Amount immediately prior to such determination.

**"ICE Loss Threshold Differential"**: An amount equal to, at any time of determination, the ICE Loss Threshold Amount at such time *less* the Loss Threshold Amount at such time.

**"ICE Modified Sequential Paydown Sequence"**: The amortization of the ICE Outstanding Swap Notional Amount and the ICE Loss Threshold Amount in the following priority: (i) if any of the ABACUS 2005-3 Notes has been downgraded by any Rating Agency below its original rating, to reduce the ICE Outstanding Swap Notional Amount and the ICE Loss Threshold Amount in sequential order of priority or (ii) otherwise, (A) *first*, (x) if the Reference Portfolio Notional Amount is greater than or equal to the Reference Portfolio Threshold Amount and the ICE Outstanding Swap Notional Amount is greater than zero, to reduce the ICE Outstanding Swap Notional Amount to the extent necessary to cause the ICE Actual Swap Notional Overcollateralization Ratio to equal the Target Swap Notional Overcollateralization Ratio or (y) otherwise, to reduce the ICE Outstanding Swap Notional Amount to zero and (B) *then*, the remainder, if any, to reduce the ICE Loss Threshold Amount.

**"ICE Outstanding Swap Notional Amount"**: On the Effective Date, an amount equal to the Initial Swap Notional Amount; thereafter, it will be decreased by an amount equal to, if greater than zero:

(i) on each Cash Settlement Date or on any Business Day on which a Reference Obligation that suffered one or more Material Writedowns is removed from the Reference Portfolio, (1) the aggregate ICE Loss Amount determined on the related Calculation Date or Business Day on which a Reference Obligation that suffered one or more Material Writedowns is removed from the Reference Portfolio *less* (2) the ICE Loss Threshold Amount immediately prior to such determination (such amount, the **"ICE Credit Event Adjustment Amount"**);

(ii) on each Cash Settlement Date, the aggregate ICE Reference Obligation Recovery Amount determined on the related Calculation Date (such amount, the **"ICE Recovery Adjustment Amount"**); and

(iii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, the lesser of (i) the amount available to reduce the ICE Outstanding Swap Notional Amount in accordance with the ICE Modified Sequential Paydown Sequence and (ii) the ICE Outstanding Swap Notional Amount immediately prior to such determination.

**"ICE Outstanding Swap Notional Amount Differential"**: At any time of determination, an amount equal to the ICE Outstanding Swap Notional Amount at such time *less* the Outstanding Swap Notional Amount at such time.

"**ICE Reference Obligation Notional Amount**": Without giving effect to a Material Writedown Credit Event, the notional amount of (i) a Dollar denominated Reference Obligation is the notional amount of such Reference Obligation as recorded in the Reference Obligation Registry and (ii) a Reference Obligation denominated in a currency other than Dollars will be the product of (a) the notional amount of such Reference Obligation denominated in such other currency as recorded in the Reference Obligation Registry and (b) its Notional Foreign Exchange Rate.

"**ICE Reference Obligation Recovery Amount**": With respect to a day that is five Business Days following a Calculation Date, the ICE Reference Obligation Notional Amount of any Reference Obligations for which an ICE Loss Amount has been determined on the related Calculation Date *less* the related ICE Loss Amount.

"**ICE Reference Portfolio Notional Amount**": At any time of calculation, the aggregate ICE Reference Obligation Notional Amount of all Reference Obligations at such time.

"**ICE Reimbursable Fixed Payment Amount**": An amount equal to:

(i) on the Effective Date and any Payment Date prior to the occurrence of a Material Writedown, zero;

(ii) on any Payment Date after the occurrence of a Material Writedown:

(A) the product of (i) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date) and (ii) one *plus* the product of (a) the Swap Interest Rate and (b) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360; *plus*

(B) the ICE Fixed Payment Differential for the period from and including the previous Payment Date (or, in the case of the first Payment Date, the Effective Date) to but excluding the current Payment Date; *minus*

(C) any ICE Fixed Payment Reimbursement Amount paid on such Payment Date; and

(iii) on the day the Outstanding Swap Notional Amount is equal to zero, zero.

"**Initial Swap Notional Overcollateralization Ratio**": The ratio, expressed as a percentage and rounded to one decimal place, of (i) the Initial Reference Portfolio Notional Amount and (ii) the Initial Swap Notional Amount.

"**LIBOR**" means with respect to each Fixed Rate Payer Calculation Period, the interpolated London Interbank Offered Rate determined by the Calculation Agent on the relevant LIBOR Determination Date via Telerate 3750 (or via such substitute method of determination as specified in the ISDA Definitions if Telerate 3750 is unavailable on such LIBOR Determination Date) applicable from and including the prior Fixed Rate Payer Payment Date (or in the case of the first Fixed Rate Payment Date, the Effective Date) to but excluding such Fixed Rate Payment Date; provided, however, that if the Termination Date is the Extended Termination Date, LIBOR shall be deemed to be zero during the period from (but excluding) the day specified in clause (i) under "Termination Date" to (and including) the Extended Termination Date.

"**LIBOR Determination Date**" means with respect to each Fixed Rate Payer Payment Date, two London business days prior to such Fixed Rate Payer Payment Date.

"**Loss Amount**" means with respect to the related Credit Event, an amount determined as follows:

(i) with respect to a Material Writedown:

(a) the first time a Reference Obligation suffers a Material Writedown, the Loss Amount will be the cumulative amount of such Writedown Amount; and

(b) each subsequent time such Reference Obligation suffers a Material Writedown, the Loss Amount will be an amount equal to the incremental Writedown Amount;

(ii) with respect to a Failure to Pay Principal, the Loss Amount will be an amount equal to the amount of unpaid principal allocable to such Reference Obligation (plus any unpaid accrued or deferred interest thereon); and

(iii) with respect to a Failure to Pay Interest, a Downgrade to Default Ratings, an Interest Deferral or a Bankruptcy, the Loss Amount will be the sum of (a) the greater of (1) the product of (A) 100% minus the Final Price and (B) the Reference Obligation Notional Amount of the related Reference Obligation and (2) zero, and (b) any unpaid accrued or deferred interest on the related Reference Obligation.

*provided* that, with respect to a Reference Obligation not denominated in Dollars, the Loss Amount shall equal the product of (a) the Loss Amount denominated in such other currency determined under subclauses (i) through (iii) above and (b) the applicable Notional Foreign Exchange Rate.

"**Modified Sequential Paydown Sequence**": The amortization of the Outstanding Swap Notional Amount and the Loss Threshold Amount in the following priority: (i) if any of the ABACUS 2005-3 Notes has been downgraded by any Rating Agency below its original rating, to reduce the Outstanding Swap Notional Amount and the Loss Threshold Amount in sequential order of priority or (ii) otherwise, (A) *first*, (x) if the Reference Portfolio Notional Amount is greater than or equal to the Reference Portfolio Threshold Amount and the Outstanding Swap Notional Amount is greater than zero, to reduce the Outstanding Swap Notional Amount to the extent necessary to cause the Actual Swap Notional Overcollateralization Ratio to equal the Target Swap Notional Overcollateralization Ratio or (y) otherwise, to reduce the Outstanding Swap Notional Amount to zero and (B) *then*, the remainder, if any, to reduce the Loss Threshold Amount.

"**Moody's**": Moody's Investors Service, Inc. and any successor or successors thereto.

"**Notional Foreign Exchange Rate**": The prevailing rate of exchange (expressed as a number rounded to four decimal places) of Euro or Sterling, as the case may be, for Dollars determined by the Calculation Agent on the Effective Date.

"**Payment Date**": The 28th of each month, commencing August 28, 2005 and ending on the Scheduled Termination Date; *provided*, that if an Extended Termination Date results from one or more Reference Obligations that suffered one or more Material Writedown Credit Events prior to the Scheduled Termination Date remaining in the Reference Portfolio as of the Scheduled Termination Date, "Payment Date" shall mean the 28th of each month, commencing August 28, 2005 and ending on the Extended Termination Date, but solely for the purpose of determining the timing of payment of any Reimbursement Payment to be paid during the period between the Scheduled Termination Date and the Extended Termination Date.

"**Person**": An individual, corporation (including a business trust), partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), bank, unincorporated association or government or any agency or political subdivision thereof or any other entity of a similar nature.

**"Principal Reimbursement Amount"**: In connection with a reinstatement, in whole or in part, of the principal amount of a Reference Obligation by the related Reference Entity after the occurrence of a Material Writedown with respect thereto, an amount equal to the lesser of (A) the ICE Outstanding Swap Notional Amount Differential immediately prior to such reinstatement and (B) the greater of (i) zero and (ii) the Write-Up Amount.

**"Publicly Available Information"**: Any information that reasonably confirms any of the facts relevant to the determination that the Credit Event described in a Credit Event Notice has occurred and which (i) has been published in not less than two internationally recognized published or electronically displayed news sources (it being understood that each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos or The Australian Financial Review (or successor publications) shall be deemed to be an internationally recognized published or electronically displayed news source); *provided* that if either of the parties to the Credit Default Swap or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless such party or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation, (ii) is information received from (a) a Reference Entity, (b) a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation or a Person which was a party to the offering or distribution of the related Reference Obligation or is a party to any agreement relating to the related Reference Obligation, (c) a master servicer, a primary servicer, a special servicer, a back-up servicer or any other person acting in a similar capacity for a Reference Obligation, (d) Moody's, S&P or Fitch Ratings Ltd. or any successor thereto, in each case generally made available to the public, (e) Trepp, LLC, Conquest®, Intex Solutions, Inc., Realpoint$^{sm}$, Wall Street Analytics or any of their respective successors and assigns or (f) any internationally recognized stock exchange on which the related Reference Obligation is listed, (iii) is information contained in any petition or filing instituting a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights against or by a Reference Entity or a petition is presented for the winding-up or liquidation of a Reference Entity, (iv) is information contained in any order, decree or notice, however described, of a court, tribunal, regulatory authority or similar administrative or judicial body, (v) is information published in Asset-Backed Alert, International Securitization and Structured Finance Report, BondWeek, Derivatives Week, Asset Securitization Report, Securitization News, Commercial Mortgage Alert, Creditflux, Euromoney or International Financing Review (or successor publications) or (vi) subject to the confirmation of Moody's and S&P, is information contained in a certificate of the Calculation Agent.

In relation to any information of the type described in (ii), (iii), (iv) or (v), the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate thereof that would be breached by, or would prevent, the disclosure of such information to third parties.

**"Rating Agencies"**: Moody's and S&P (each, a **"Rating Agency"**).

**"Recovery Adjustment Amount"**: An amount equal to the aggregate Reference Obligation Recovery Amount determined on the related Calculation Date.

**"Reference Obligation Recovery Amount"**: With respect to a day that is five Business Days following a Calculation Date, the Reference Obligation Notional Amount of any Reference Obligations for which a Loss Amount has been determined on the related Calculation Date (other than in connection with a Material Writedown) *less* (2) the related Loss Amount (other than in connection with a Material Writedown).

**"Reference Obligation Registry"**: A registry maintained by the Calculation Agent in accordance with the Transaction that records the information set forth in Schedule A, which registry will be updated by the Calculation Agent to reflect any applicable changes.

**"Reference Portfolio Notional Amount"**: At any time of calculation, the aggregate Reference Obligation Notional Amount of all Reference Obligations at such time.

**"Reference Portfolio Threshold Amount"**: USD 400,000,000.

**"Sterling"**: The lawful currency of the United Kingdom.

**"Swap Interest Rate"**: For any Fixed Rate Payer Calculation Period, the sum of (a) the relevant LIBOR plus (ii) the Fixed Rate (expressed as a decimal number with seven decimal places).

**"Target Swap Notional Overcollateralization Ratio"**: The sum, expressed as a percentage and rounded to one decimal place, of (i) 100% and (ii) the product of (a) three and (b) the difference between (1) the Initial Swap Notional Overcollateralization Ratio and (2) 100%.

**"Underlying Instruments"**: The indenture and any credit agreement, assignment agreement, participation agreement, pooling and servicing agreement, trust agreement, instrument or other agreement pursuant to which a Reference Obligation was issued and/or created and each other agreement that governs the terms of or secures such Reference Obligation or of which holders of such Reference Obligation are the beneficiaries, and any instrument evidencing or constituting such Reference Obligation.

**"Writedown Amount"**: On any day, the amount of any reduction in the principal amount of a Reference Obligation (other than as a result of scheduled or unscheduled payment of principal) or, if such Reference Obligation is not denominated in Dollars, the product of (1) the amount of such reduction denominated in such other currency and (2) the applicable Notional Foreign Exchange Rate.

**"Write-up Amount"**: On any day, in respect of any Reference Obligation which has experienced a Material Writedown, the amount by which such Reference Obligation has been written up, or, if such Reference Obligation is not denominated in Dollars, the product of (1) the principal amount of such Write-up denominated in such other currency and (2) the applicable Notional Foreign Exchange Rate.

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between Goldman and Counterparty with respect to the Transaction to which this Confirmation relates, by manually signing this Confirmation and providing the other information requested herein and immediately returning an executed copy to Swap Administration, Facsimile No. 1 212 428 9189.

Very truly yours,

Goldman Sachs International

By: _____

Name: Tara Lally
Title: Executive Director

Agreed and Accepted by:
Counterparty

By: _____

Name: Adam E. Budnick
Title: Vice President

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between Goldman and Counterparty with respect to the Transaction to which this Confirmation relates, by manually signing this Confirmation and providing the other information requested herein and immediately returning an executed copy to Swap Administration, Facsimile No. 1 212 428 9189.

Very truly yours,

Goldman Sachs International

By: _____

Name:
Title:

Agreed and Accepted by:
Counterparty

By: _____

Name: Adam E. Budnick
Title: Vice President

## Schedule A

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| AMXCA 2005-2 C | 025826AD0 | 16,000,000 | ABS Security | Baa2 | BBB | 16-Oct-17 | 24-Mar-05 |
| CHAIT 2005-C1 C1 | 161571AE4 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Nov-12 | 17-Mar-05 |
| COMET 2005-C1 C1 | 14041NBZ3 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Feb-13 | 21-Apr-05 |
| KSLT 2004-A 2D | 493268CB0 | 16,000,000 | ABS Security | Baa2 | BBB | 28-Jul-42 | 12-Aug-04 |
| MBNAS 2004-C2 C2 | 55264TCR0 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Nov-16 | 01-Jul-04 |
| MMT 2005-1A B | 59159UBU1 | 16,000,000 | ABS Security | A2 | A | 21-Mar-11 | 06-Apr-05 |
| NCSLT 2004-2 C | 63543PBB1 | 16,000,000 | ABS Security | A3 | A | 26-Dec-33 | 28-Oct-04 |
| PGMT 2004-EA C | 74408AAQ3 | 16,000,000 | ABS Security | A2 | A | 15-Nov-11 | 23-Nov-04 |
| SLMA 2004-B B | 78443CBQ6 | 10,000,000 | ABS Security | A1 | A | 15-Sep-33 | 26-May-04 |
| SLMA 2004-B C | 78443CBR4 | 10,000,000 | ABS Security | Baa1 | BBB | 15-Sep-33 | 26-May-04 |
| FAIRF 2004-1A D1 | 304727AG5 | 14,000,000 | CDO Cashflow Security | Baa3 | BBB | 28-Nov-39 | 16-Dec-04 |
| MKP 4A C | 553121AG9 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 12-Jul-40 | 09-Mar-05 |
| RIVER 2005-1A D1 | 768277AE5 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Feb-40 | 19-Jan-05 |
| SANDS 2004-1A D | 80011PAD5 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Jun-39 | 04-Jun-04 |
| SCF 5A C1 | 84129VAJ0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Aug-39 | 07-Jul-04 |
| SCF 7A D1A | 83743YAF0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Jan-41 | 25-May-05 |
| SMSTR 2004-1A C | 86565PAE0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 05-Dec-39 | 02-Dec-04 |
| BACM 2004-3 H | 05947USM1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jun-39 | 01-Jul-04 |
| BSCMS 2004-PWR3 H | 07383FYS1 | 14,000,000 | CMBS Security | | BBB- | 11-Feb-41 | 01-Mar-04 |
| BSCMS 2004-PWR5 H | 07383FR67 | 14,000,000 | CMBS Security | Baa3 | | 11-Jul-42 | 01-Jul-04 |
| BSCMS 2004-T14 H | 07383FB80 | 14,000,000 | CMBS Security | Baa3 | BBB- | 12-Jan-41 | 01-May-04 |
| BSCMS 2004-T16 H | 07383FV88 | 14,000,000 | CMBS Security | | BBB- | 13-Feb-46 | 01-Nov-04 |
| COMM 2004-LB3A H | 20047GAL1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jul-37 | 01-Jul-04 |
| CSFB 2004-C1 H | 22541SBK3 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jan-37 | 01-Mar-04 |
| CSFB 2004-C2 H | 22541SKW7 | 14,000,000 | CMBS Security | | BBB- | 15-May-36 | 01-Jun-04 |
| GCCFC 2004-GG1 H | 396789GA1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jun-36 | 01-May-04 |
| GCCFC 2005-GG3 G | 396789KD0 | 14,000,000 | CMBS Security | Baa2 | BBB | 10-Aug-42 | 01-Feb-05 |
| GSMS 2004-GG2 H | 36228CTT0 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Aug-38 | 01-Aug-04 |
| GSMS 2005-GG4 H | 36228CWG4 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jul-39 | 01-Jun-05 |
| JPMCC 2004-C1 H | 46625MW96 | 14,000,000 | CMBS Security | Baa3 | | 15-Jan-38 | 01-Feb-04 |
| JPMCC 2004-CB8 H | 46625M2S7 | 14,000,000 | CMBS Security | Baa3 | BBB- | 12-Jan-39 | 01-Mar-04 |
| JPMCC 2004-LN2 H | 46625YBS1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jul-41 | 01-Aug-04 |
| JPMCC 2005-LDP1 H | 46625YHB2 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Mar-46 | 01-Mar-05 |
| LBUBS 2004-C1 K | 52108HYX6 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jan-36 | 11-Jan-04 |
| LBUBS 2004-C2 K | 52108HA95 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Mar-36 | 11-Mar-04 |
| LBUBS 2004-C4 K | 52108HG24 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jun-36 | 11-May-04 |
| LBUBS 2004-C8 J | 52108HV84 | 14,000,000 | CMBS Security | Baa2 | BBB | 15-Dec-39 | 02-Dec-04 |
| MLMT 2004-BPC1 H | 59022HFH0 | 14,000,000 | CMBS Security | | BBB- | 12-Oct-41 | 01-Jul-04 |
| MSC 2003-T11 G | 61746WJ27 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jun-41 | 01-Aug-03 |
| MSC 2004-HQ3 K | 61745MXN8 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jan-41 | 01-Mar-04 |
| MSC 2004-IQ7 G | 61745MZG1 | 14,000,000 | CMBS Security | | BBB- | 15-Jun-38 | 01-May-04 |
| MSC 2004-T15 G | 61745MM42 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jun-41 | 01-Jul-04 |
| WBCMT 2004-C12 H | 929766SN4 | 14,000,000 | CMBS Security | | BBB- | 15-Jul-41 | 01-Jul-04 |
| WBCMT 2004-C15 G | 929766WV1 | 14,000,000 | CMBS Security | Baa2 | BBB | 15-Oct-41 | 01-Nov-04 |
| AABST 2004-6 B2 | 00764MEB9 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 22-Dec-04 |
| ABFC 2005-HE1 M9 | 04542BLA8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Dec-34 | 30-Mar-05 |
| ABSHE 2005-HE1 M9 | 04541GPR7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 04-Feb-05 |
| ABSHE 2005-HE2 M7 | 04541GQH8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 04-Mar-05 |
| ABSHE 2005-HE4 M8 | 04541GRS3 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 05-May-05 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| ABSHE 2005-HE5 M9 | 04541GSR4 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Jun-35 | 06-Jun-05 |
| ACCR 2004-4 M5 | 004375CL3 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jan-35 | 22-Nov-04 |
| ACE 2005-HE1 M8 | 004421LB7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Feb-35 | 31-Jan-05 |
| AMSI 2003-12 M6 | 03072SNC5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Nov-33 | 05-Dec-03 |
| AMSI 2004-R2 M9 | 03072SPR0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-34 | 05-Apr-04 |
| AMSI 2004-R4 M6 | 03072SRK3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 05-May-04 |
| AMSI 2005-R1 M8 | 03072SYF6 | 16,000,000 | RMBS Security | Baa2 | BBB- | 25-Mar-35 | 23-Feb-05 |
| AMSI 2005-R2 M8 | 03072SYY5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Apr-35 | 24-Mar-05 |
| AMSI 2005-R3 M9 | 03072SA70 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-35 | 27-Apr-05 |
| ARSI 2004-W1 M6 | 040104FF3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-34 | 05-Feb-04 |
| ARSI 2004-W11 M10 | 040104MQ1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Nov-34 | 08-Oct-04 |
| ARSI 2004-W6 M6 | 040104GX3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-34 | 07-Apr-04 |
| ARSI 2004-W8 M8 | 040104JV4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-34 | 06-May-04 |
| BSABS 2005-HE1 M5 | 073879PV4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 28-Jan-05 |
| BSABS 2005-HE2 M5 | 073879RD2 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Feb-35 | 28-Feb-05 |
| BSABS 2005-HE3 M6 | 073879SB5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 31-Mar-05 |
| CBASS 2005-CB1 B2 | 12673TAM9 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 08-Feb-05 |
| CWL 2004-13 MV8 | 126673RT1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Dec-04 |
| CWL 2004-15 MV8 | 126673UU4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Dec-04 |
| CWL 2004-4 B | 1266715S1 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Aug-33 | 31-Mar-04 |
| CWL 2005-3 BV | 126673C42 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Aug-35 | 30-Mar-05 |
| CWL 2005-BC1 M8 | 126673YR7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 30-Mar-05 |
| CXHE 2005-B B | 152314NJ5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 24-Mar-05 |
| FFML 2004-FF8 B2 | 32027NNV9 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Oct-34 | 30-Dec-04 |
| FFML 2005-FF1 B3 | 32027NQR5 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Dec-34 | 24-Feb-05 |
| FFML 2005-FF2 B2 | 36242DN90 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 28-Apr-05 |
| FHLT 2005-1 M9 | 35729PJK7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-35 | 29-Mar-05 |
| FHLT 2005-A M8 | 35729PHT0 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 22-Feb-05 |
| FHLT 2005-B M9 | 35729PKD1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Apr-35 | 06-May-05 |
| GSAMP 2004-OPT B2 | 36242DNY5 | 16,000,000 | RMBS Security | Baa2 | A | 25-Nov-34 | 28-Dec-04 |
| GSAMP 2005-HE1 B3 | 36242DSB0 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Dec-34 | 27-Jan-05 |
| GSAMP 2005-HE2 B3 | 36242DB28 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Mar-35 | 30-Mar-05 |
| GSAMP 2005-HE3 B1 | 362341BU2 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jun-35 | 30-Jun-05 |
| HEAT 2004-2 B3 | 437084BR6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jul-34 | 01-Apr-04 |
| HEAT 2004-4 B3 | 437084DH6 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Oct-34 | 01-Jul-04 |
| HEAT 2005-2 B2 | 437084JX5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jul-35 | 01-Apr-05 |
| HEAT 2005-3 B3 | 437084KY1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Aug-35 | 28-Apr-05 |
| LBMLT 2004-2 M7 | 542514GD0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 04-May-04 |
| LBMLT 2004-4 M8 | 542514JA3 | 16,000,000 | RMBS Security | Baa2 | A- | 25-Oct-34 | 08-Sep-04 |
| LBMLT 2005-1 M9 | 542514KH6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 06-Jan-05 |
| LBMLT 2005-2 M9 | 542514KZ6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 05-Apr-05 |
| MABS 2005-NC1 M9 | 57643LGP5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Dec-34 | 20-Jan-05 |
| MABS 2005-WMC1 M8 | 57643LHD1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 29-Apr-05 |
| MLMI 2005-NC1 B2 | 59020URT4 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Oct-35 | 31-Jan-05 |
| MLMI 2005-WMC1 B2 | 59020URA5 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Sep-35 | 27-Jan-05 |
| MSAC 2004-NC3 B3 | 61744CCB0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-34 | 16-Apr-04 |
| MSAC 2004-NC4 B3 | 61744CCN4 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-34 | 27-May-04 |
| MSAC 2005-HE1 B2 | 61744CKV7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Dec-34 | 26-Jan-05 |
| MSAC 2005-HE2 B2 | 61744CNJ1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Mar-05 |
| MSAC 2005-NC1 B3 | 61744CMT0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-35 | 25-Feb-05 |
| MSAC 2005-NC2 B3 | 61744CPQ3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 29-Apr-05 |
| MSAC 2005-WMC1 B3 | 61744CMC7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-35 | 24-Feb-05 |
| MSAC 2005-WMC2 B2 | 61744CNY8 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Feb-35 | 30-Mar-05 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| NCHET 2004-1 M6 | 64352VFV8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-34 | 21-Apr-04 |
| NCHET 2005-1 M8 | 64352VKH3 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 25-Feb-05 |
| NHEL 2004-1 B3 | 66987XEJ0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 11-Mar-04 |
| NHEL 2005-1 B3 | 66987XGN9 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Jun-35 | 22-Feb-05 |
| NHEL 2005-2 M9 | 66987WCV7 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Oct-35 | 27-May-05 |
| OOMLT 2004-1 M6 | 68389FEX8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-34 | 20-Jan-04 |
| OOMLT 2004-2 M6 | 68389FFM1 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-May-34 | 13-Apr-04 |
| OOMLT 2004-3 M8 | 68389FGA6 | 16,000,000 | RMBS Security | Baa2 | A- | 25-Nov-34 | 05-Oct-04 |
| PPSI 2005-WCH1 M9 | 70069FFR3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-36 | 26-Jan-05 |
| PPSI 2005-WHQ1 M9 | 70069FGJ0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 24-Feb-05 |
| PPSI 2005-WHQ2 M9 | 70069FJC2 | 16,000,000 | RMBS Security | Baa3 | A+ | 25-May-35 | 28-Apr-05 |
| PPSI 2005-WHQ3 M9 | 70069FJX6 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Jun-35 | 26-May-05 |
| RASC 2004-KS6 MII3 | 76110WZZ2 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jul-34 | 29-Jun-04 |
| RASC 2005-KS1 M6 | 76110WM86 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Feb-35 | 28-Jan-05 |
| RASC 2005-KS2 M5 | 76110WP26 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 25-Feb-05 |
| RASC 2005-KS3 M10 | 76110WT22 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 08-Apr-05 |
| SABR 2004-NC1 B3 | 81375WAQ9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-34 | 26-Apr-04 |
| SABR 2004-OP1 B3 | 81375WAG1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-34 | 25-Mar-04 |
| SABR 2005-OP1 B2 | 81375WCX2 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 24-Mar-05 |
| SAIL 2004-7 M7 | 86358EKS4 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Aug-34 | 25-Jul-04 |
| SAIL 2004-8 M9 | 86358EMH6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Sep-34 | 25-Aug-04 |
| SAIL 2005-2 M9 | 86358ERJ7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 25-Feb-05 |
| SAIL 2005-3 M9 | 86358ESD9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 25-Mar-05 |
| SAIL 2005-5 M9 | 86358ETP1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-35 | 25-May-05 |
| SAST 2004-1 B2 | 805564PT2 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 19-Feb-04 |
| SAST 2005-1 B2 | 805564RU7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 25-Jan-05 |
| SURF 2004-BC1 B2 | 84751PCD9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 30-Mar-04 |
| SURF 2005-BC1 B2 | 84751PEW5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Dec-35 | 07-Mar-05 |
| | | 2,000,000,000 | | | | | |

**APPENDIX A:**

Date: [ ]

From: [ ]
Attn: [ ]
To: Goldman Sachs International
Attn: Documentation Unit

**SUBJECT: SWAP TRANSACTION**

The purpose of this communication is to set forth the terms and conditions of the swap transaction entered into on the Trade Date referred to below (the "Swap Transaction"), between Goldman Sachs International ("Party A") and [ ] (Party B"). This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the 1992 ISDA Master Agreement dated as of [ ], as amended and supplemented from time to time, between Party A and Party B (the "Swap Agreement"). All provisions contained in, or incorporated by reference to, such Swap Agreement shall govern this Confirmation except as expressly modified below.

Party A and Party B each represents that entering into the Swap Transaction is authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (i) it is not relying on the other party in connection with its decision to enter into this Swap Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Swap Transaction regardless of whether the other party provides it with market information or its views; (ii) it understands the risks of the Swap Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (iii) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Swap Transaction is appropriate for such party in light of its financial capabilities and objectives.

This Confirmation incorporates the definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions"). In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

The terms of the particular Swap Transaction to which this communication relates are as follows:

**1. General Terms**

| | |
|---|---|
| Trade Date: | [ ] |
| Effective Date: | [ ] |
| Termination Date: | The earliest to occur of (a) the Scheduled Termination Date and (b) the Final Amortization Date |

| | |
|---|---|
| Scheduled Termination Date: | The Legal Final Maturity of the Reference Obligation, subject to adjustment in accordance with the Business Day Convention |
| Final Amortization Date: | The earliest to occur of (a) the date on which the Outstanding Principal Amount of the Reference Obligation is reduced to zero and (b) the date on which the assets securing the Reference Obligation are liquidated, distributed or otherwise disposed |
| Reference Obligation: | The obligation identified as follows:<br>Primary Obligor:<br>Obligation:<br>Legal Final Maturity:<br>Coupon:<br>CUSIP/ISIN:<br>Original Outstanding Principal Amount: |
| Notional Amount: | [ ] |

**2. Party B Initial Payment**

| | |
|---|---|
| Party B Initial Payment: | [ ] |
| Party B Initial Payment Date: | [ ] |

**3. Party A Floating Amounts**

| | |
|---|---|
| Party A Floating Rate Payer Payment Dates: | Each date, from and including the Effective Date to and including the Termination Date, occurring 3 Business Days after any amounts are paid in respect of principal or interest on the Reference Obligation<br><br>Notwithstanding the occurrence of the Termination Date, with respect to amounts due and payable by the Primary Obligor in respect of the Reference Obligation during the term of this Swap Transaction and paid within three months of the termination hereof, the obligation of Party A to pay Party A Floating Amounts shall survive the termination of this Swap Transaction by no more than three months. |
| Party A Floating Rate Amounts: | In respect of each Party A Floating Rate Payer Payment Date, an amount equal to the product of (a) any and all amounts paid in respect of principal or interest (howsoever characterized) on the Reference Obligation and received by the holder or holders of the Reference Obligation 3 Business Days prior to the related Party A Floating Rate Payer Payment Date, multiplied by (b) the Factor. |

| | |
|---|---|
| Factor: | The quotient of (a) the Notional Amount divided by (b) the Original Outstanding Principal Amount of the Reference Obligation |

**4. Miscellaneous**

| | |
|---|---|
| Calculation Agent: | Party A<br><br>For the avoidance of doubt, to the extent that the trustee, servicer, paying agent or other similar entity responsible for calculating payment amounts and providing periodic statements or reports regarding the Reference Obligation to holders of the Reference Obligation, pursuant to an indenture, a trust agreement, a pooling and servicing agreement or other such agreement setting forth the terms of the Reference Obligation (such entity, the "Trustee", any such statement or report, a "Trustee Report" and such agreement or indenture, the "Indenture"), furnishes any Trustee Reports correcting information contained in previously issued Trustee Reports, and such corrections impact calculations pursuant to this Swap Transaction, the calculations relevant to the Swap Transaction shall be adjusted retroactively by the Calculation Agent to reflect the corrected information, and the Calculation Agent shall promptly notify both parties of any corrected payments required of either party. Any required corrected payments shall be made within 5 Business Days of such notification by the Calculation Agent. The obligation of either or both parties to make such required corrected payments shall survive the termination of this Swap Transaction for a period of 360 days. |
| Business Days: | New York and London |
| Business Day Convention: | Following (which shall apply to any date, other than the Effective Date, referred to in this Confirmation that falls on a day that is not a Business Day) |
| No Exposure Required: | For the avoidance of doubt, neither Party A nor Party B is required to have any credit exposure to the Reference Obligation. |

| | | |
|---|---|---|
| Account for Payment to Party A in USD: | Account of: | Goldman Sachs International |
| | Name of Bank: | [ ] |
| | Account No.: | [ ] |
| | Fed ABA No: | [ ] |

Account for Payment to Party B in USD: [ ]

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Swap Transaction by signing in the space provided below and sending a copy of the executed Confirmation by facsimile to [ ].

Very truly yours,

[ ]

By:_____
Name:
Title:

By:_____
Name:
Title:

AGREED & ACCEPTED BY:

GOLDMAN SACHS INTERNATIONAL

By:_____
Name:
Title:

Peterborough Court | 133 Fleet Street | London EC4A 2BB | Tel: +1 212 357 2610 | Fax: +1 212 428 9189
Registered in England no. 226395. Registered Office as above. Authorised and regulated by the Financial Services Authority.

Goldman Sachs

6664404

CONFIRMATION

| | |
|---|---|
| DATE: | July 28, 2005 |
| TO: | AIG Financial Products Corp. |
| FROM: | Goldman Sachs International |
| RE: | ABACUS 2005-3 Credit Default Swap Transaction |
| Reference No.: | NUUQ5074F003 |

Ladies and Gentlemen:

The purpose of this communication is to set forth the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the **"Transaction"**) between Goldman Sachs International (**"Goldman"**) and AIG Financial Products Corp. (**"Counterparty"**). This communication constitutes a **"Confirmation"** as referred to in the Swap Agreement specified below.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement (the **"May 2003 Supplement"**), each as published by the International Swaps and Derivatives Association, Inc. (**"ISDA"**) and as modified as set forth herein (together, the **"Definitions"**) are incorporated into this Confirmation. In the event of any inconsistency between the provisions of this Confirmation and the Definitions, this Confirmation shall prevail for the purpose of the Transaction.

This confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of August 19, 2003 (including the Schedule and Credit Support Annex thereto), as amended and supplemented from time to time (the **"Swap Agreement"**) between Goldman and Counterparty. All provisions contained in the Swap Agreement govern this Confirmation except as expressly modified below.

The parties agree and acknowledge that the Transaction to which this Confirmation relates contemplates more than one Reference Entity and more than one Reference Obligation and the provision of credit default protection with respect to a Credit Event of each such Reference Entity and each such Reference Obligation and that accordingly there may be more than one Credit Event, more than one Cash Settlement Amount and more than one Cash Settlement Date and that the Definitions (and in particular the definition of "Termination Date") should, for the purposes of this Confirmation, be interpreted accordingly. Thus relevant sections of the Definitions (including but not limited to Sections 1.8, 3.2 and 7.8) shall be construed to apply separately with respect to each Reference Entity, except as otherwise provided in this Confirmation.

This Transaction will be taken into account by the parties for purposes of calculating their Exposure under the Credit Support Annex to the Schedule to the ISDA Master Agreement dated as of 19 August 2003

between Goldman and Counterparty (the "**CSA**") only if the CSA Trigger Condition (as defined below) has been satisfied.

"**CSA Trigger Condition**" means that either (a) the Calculation Agent notifies the parties that the rating assigned to the ABACUS 2005-3 Class A-2 Notes by Moody's or S&P has been reduced by one or more rating subcategories (for example reduced from "Aaa" to "Aa1" by Moody's, or from "AAA" to "AA+" by S&P) or (b) the rating of the long-term debt of American International Group, Inc. is reduced to below A3 (by Moody's) or to below A- (by Standard & Poor's).

The "**ABACUS 2005-3 Class A-2 Notes**" means the obligations that have been co-issued by ABACUS 2005-3, Ltd. and ABACUS 2005-3, Inc., pursuant to an indenture dated as of July 28, 2005, and with an original principal amount of USD 120,000,000, CUSIP 00256LAE4, rated "Aaa" by Moody's and "AAA" by S&P.

If the CSA Trigger Condition has been satisfied, either party calculating its Exposure attributable to this Transaction for purposes of the CSA, will use the methodology set out below:

(i) The party will re-tranche this Transaction and will determine the Moody's Model Rating applicable to each tranche of this Transaction. The party will re-tranche this Transaction to create, to the extent possible, a "**Super Senior Tranche**" (as defined below), a "**Aaa Tranche**" (as defined below) and further subordinated tranches as required so that the aggregate notional amounts of the tranches is equal to the Outstanding Swap Notional Amount. For the avoidance of doubt such party may determine that this Transaction consists of a single tranche.

"**Super Senior Tranche**" means a tranche that has a notional amount of USD 220,000,000 subordinated to it that has a Moody's Model Rating of "Aaa" (the "**Aaa Tranche**").

(ii) The party will determine its good faith estimates of the Spreads attributable to each tranche of the Transaction.

"**Spread**" means the Fixed Rate that would be payable under a credit default swap transaction with a notional equal to the notional of the relevant tranche and subordination equal to the subordination of the relevant tranche and otherwise on similar terms to this Transaction (including for the avoidance of doubt Fixed Rate Payer Payment Dates) (a "**Hypothetical CDS Transaction**").

(iii) The party will calculate the weighted average of the Spreads. The weighting assigned to each tranche will be the USD notional amount of that tranche divided by the Outstanding Swap Notional Amount (such weighted average, the "**Market Spread**").

(iv) The party will determine its Exposure attributable to this Transaction for purposes of the CSA as the net present value of a stream of fixed payments, such fixed payments being the future "**Fixed Amounts**" that would be payable under this Transaction if the Outstanding Swap Notional Amount were amortized as agreed by the parties and the "**Fixed Rate**" were the Market Spread minus the Fixed Rate, discounted from and including the date of calculation to but excluding the Scheduled Termination Date based on an amortizing notional amount as agreed by the parties at a curve equal to the party's good faith estimate of the relevant currency LIBOR swap curve plus the Market Spread. For the avoidance of doubt in determining such net present value no regard will be had to the Floating Payments under this Transaction. If such amount is a positive number it will be deemed to be an amount payable by Counterparty to Goldman and if such amount is a negative number it will be deemed to be an amount payable by Goldman to Counterparty.

"**Moody's Model Rating**" means, at any time, the relevant party's good faith estimate of the rating Moody's would attribute to a new transaction entered into at such time on the same terms as a Hypothetical CDS Transaction.

For the purposes of Paragraph 4 (a)(4)(i)(B) of the CSA in the event that there is a dispute regarding that part of the Exposure attributable to this Transaction, the Calculation Agent may follow one of the following procedures:

(a) The Calculation Agent may obtain from Moody's the actual rating that would apply in a Hypothetical CDS Transaction to the Aaa Tranche created by Counterparty pursuant to paragraph (i) above (as defined by Counterparty's determination of an "attachment point" for such Aaa Tranche) (such Aaa Tranche, the "Counterparty Aaa Tranche"). In the event that such actual rating of the Counterparty Aaa Tranche is less than "Aaa", the Aaa Tranche created by Goldman pursuant to paragraph (i) above (as defined by Goldman's determination of an "attachment point" for such Aaa Tranche) (such Aaa Tranche, the "Goldman Aaa Tranche") will be used for purposes of calculating each party's Exposure and Counterparty will pay the rating agency costs related to such actual rating. In the event that the actual rating of the Counterparty Aaa Tranche is "Aaa", the Counterparty Aaa Tranche will be used for purposes of calculating each party's Exposure and Goldman will pay the rating agency costs related to such actual rating.

(b) The Calculation Agent may follow the procedure set out in Paragraph 4 (a)(4)(i)(B) of the CSA above provided that actual quotations may only be obtained from Reference Market–makers that are dealers in super senior tranches of credit derivative transactions and that have an executed ISDA Master Agreement and Credit Support Annex in place with Goldman or any affiliate of Goldman and must have a credit rating that, in the opinion of Goldman would enable Goldman or such affiliate to trade with them and preserve the economics of this Transaction for Goldman.

The terms of the particular Transaction to which this Confirmation relates are as follows:

**1. General Terms:**

| | |
|---|---|
| Trade Date: | 7 July, 2005 |
| Effective Date: | 28 July, 2005 |
| Scheduled Termination Date: | 28 July, 2039 |
| Termination Date: | The earliest of (A) the day that is five Business Days after the Outstanding Swap Notional Amount is reduced to zero, (B) the later of (i) the Scheduled Termination Date and (ii) the Extended Termination Date, (C) the Early Termination Date and (D) the Optional Termination Date. |
| Extended Termination Date: | If, on the Scheduled Termination Date, a Credit Event has occurred with respect to which the Conditions to Settlement have been satisfied but with respect to which the Cash Settlement Date has not occurred, the Termination Date will extend to the day that is five Business Days after the last Calculation Date; *provided, however,* that if one or more Reference Obligations that suffered one or more Material Writedown Credit Events prior to the Scheduled Termination Date remain in the Reference Portfolio as of the Scheduled Termination Date and all or any portion of the cumulative Writedown Amount with respect thereto has not been offset by a corresponding Write-up Amount as of the Scheduled Termination Date, the Extended Termination Date |

shall be the earliest of (i) the date on which the last such Reference Obligation is removed from the Reference Portfolio, (ii) one calendar year after the Scheduled Termination Date and (iii) the date on which the Reimbursement Payment corresponding to the last such Material Writedown with respect to any such Reference Obligation is paid.

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|---|---|
| Initial Swap Notional Amount: | $1,200,000,000 |
| Attachment Point: | 40% |
| Exhaustion Point: | 100% |
| Initial Reference Portfolio Notional Amount: | $2,000,000,000 |
| Outstanding Swap Notional Amount: | On the Effective Date, the Initial Swap Notional Amount. Following the Effective Date, the Outstanding Swap Notional Amount will be: |

(i) on each Cash Settlement Date:

(a) decreased by an amount equal to the sum of the Credit Event Adjustment Amounts for which Cash Settlement Amounts are paid by Counterparty to Goldman on such Cash Settlement Date;

(b) decreased by an amount equal to the sum of the Recovery Adjustment Amounts related to Reference Obligations for which Cash Settlement Amounts are paid by Counterparty to Goldman on such Cash Settlement Date;

(ii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the sum of the related Amortization Adjustment Amounts; and

(iii) increased on each Business Day on which any Principal Reimbursement Amounts are paid to Counterparty by Goldman, by an amount equal to such Principal Reimbursement Amount.

| | |
|---|---|
| Initial Loss Threshold Amount: | The product of (a) the Initial Reference Portfolio Notional Amount and (b) the Attachment Point |
| Loss Threshold Amount: | On the Effective Date, the Initial Loss Threshold Amount. Following the Effective Date, the Loss Threshold Amount will be: |

(i) five Business Days following each Calculation Date, decreased by an amount equal to the lesser of (a) the

aggregate Loss Amount determined on such Calculation Date and (b) the Loss Threshold Amount immediately prior to such determination; and

(ii) if, after the occurrence of a Material Writedown (for which a Loss Amount was calculated), the principal amount of the related Reference Obligation is reinstated by the related Reference Entity, on the Business Day after such reinstatement, increased by an amount, if greater than zero, equal to (a) the Write-up Amount on such date *less* (b) the ICE Outstanding Swap Notional Amount Differential; and

(iii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the lesser of (a) the amount available to reduce the Loss Threshold Amount in accordance with the Modified Sequential Paydown Sequence and (b) the Loss Threshold Amount immediately prior to such determination.

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|---|---|
| Floating Rate Payer (the **"Seller"**): | Counterparty |
| Fixed Rate Payer (the **"Buyer"**): | Goldman |
| Calculation Agent: | Goldman; provided, however, that Goldman and Counterparty agree to use good faith efforts to resolve expeditiously and jointly any disputes with respect to a determination or calculation which is to be performed by the Calculation Agent. In the event that any such dispute cannot be resolved within two Business Days, the parties agree that LaSalle Bank National Association (**"LaSalle"**) or, if LaSalle is no longer the trustee for the ABACUS 2005-3 Notes, the then-current trustee for the ABACUS 2005-3 Notes (such trustee or LaSalle, as applicable, the **"Substitute Calculation Agent"**), may make such determination or calculation. Any determinations or calculations by a Substitute Calculation Agent will be binding and conclusive on the parties only upon agreement by each party. Any fees or expenses of a Substitute Calculation Agent shall be met equally by both parties. |
| Calculation Agent City: | New York |
| Business Day: | New York and London |
| Business Day Convention: | Following (which shall apply to any date (other than the Effective Date) referred to in this Confirmation that falls on a day that is not a Business Day and the last sentence of Section 1.6 shall not apply to this Transaction. |
| Reference Entity: | Each of the Reference Entities listed in the Reference Obligation Registry and, as determined by the Calculation Agent, any entity |

that succeeds to the obligations of such Reference Entity relating to such Reference Obligation (each a **"Reference Entity"**).

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| Reference Obligation: | With respect to each Reference Entity, the obligation listed opposite such Reference Entity in the Reference Obligation Registry on the Effective Date (each a **"Reference Obligation"** and, collectively, the **"Reference Portfolio"**). |
| No Exposure Required: | For the avoidance of doubt, Goldman is not required to have any credit exposure to any Reference Entity or any Reference Obligation. |
| Reference Obligation Notional Amount: | With respect to (i) a Dollar denominated Reference Obligation, the notional amount of such Reference Obligation as recorded in the Reference Obligation Registry and (ii) a Reference Obligation denominated in a currency other than Dollars, the product of (a) the notional amount of such Reference Obligation denominated in such other currency as recorded in the Reference Obligation Registry and (b) its Notional Foreign Exchange Rate. |
| Obligation(s): | Reference Obligations Only |
| Notification: | Goldman will inform Counterparty of the amount of any Amortization Adjustment Amount in respect of a Reference Entity no later than the end of the Due Period in which of such Amortization Adjustment Amount has been determined. |
| All Guarantees: | Not Applicable. |
| Reference Price: | 100% |
| Removal of Reference Obligations From Reference Portfolio: | Following (i) the redemption or amortization in full of a Reference Obligation or (ii) a Credit Event other than a Material Writedown and the satisfaction of the Conditions to Settlement, the Reference Obligation that redeemed or amortized in full or is the subject of such Credit Event will be removed from the Reference Portfolio. Subject to the foregoing, if the Reference Obligation Notional Amount of a Reference Obligation that suffered one or more Material Writedown Credit Events is reduced to zero at any time on or prior to the Scheduled Termination Date and remains at zero for a period of one calendar year, such Reference Obligation shall be removed from the Reference Portfolio as of the last day of such one calendar year period. |

**2. <u>Fixed Payments and Reimbursement Payments</u>:**

| | |
|---|---|
| Fixed Rate Payer Payment Dates: | Each Payment Date. |
| Fixed Rate Payer Calculation Period: | Section 2.9 of the Credit Derivatives Definitions is amended by replacing the words "the earlier to occur of the Scheduled Termination Date and the Event Determination Date" with "the |

earlier to occur of the Scheduled Termination Date and the Calculation Date on which the Outstanding Swap Notional Amount is reduced to zero".
Section 5.4 of the Credit Derivatives Definitions is amended by replacing the words "the earlier to occur of the Scheduled Termination Date and the Event Determination Date" with "the earlier to occur of the Scheduled Termination Date and the Calculation Date on which the Outstanding Swap Notional Amount is reduced to zero".

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| Fixed Rate: | 0.12% per annum. |
| Fixed Amount (the **"Fixed Payment"**): | The product of (a) the Fixed Rate, (b) the average daily Outstanding Swap Notional Amount during the related Fixed Rate Payer Calculation Period, and (c) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360. |
| Reimbursement Payments: | If, after the occurrence of a Material Writedown (for which a Loss Amount was calculated) but on or prior to the earlier of (x) the date on which the related Reference Obligation is removed from the Reference Portfolio and (y) the Termination Date, the principal amount of the related Reference Obligation is reinstated, in whole or in part, by the related Reference Entity, Goldman will pay to Counterparty, no later than the Payment Date following the Due Period in which such reinstatement occurs, an amount equal to the sum of:<br>(i) the related Principal Reimbursement Amount; and<br>(ii) the aggregate ICE Fixed Payment Reimbursement Amount payable on such date. |

**3. <u>Floating Payments</u>:**

| | |
|---|---|
| Floating Rate Payer: | Counterparty |
| Floating Payments: | All Cash Settlement Amounts |
| Conditions to Settlement: | Credit Event Notice and Notice of Publicly Available Information |
| Notifying Party: | Buyer or Seller |
| Notice of Publicly Available Information: | Applicable<br>For the avoidance of doubt, the parties agree (i) that the Conditions to Settlement may be satisfied more than once under this Transaction, (ii) following a Material Writedown and the satisfaction of the Conditions to Settlement relating thereto, the Conditions to Settlement with respect to the Reference Obligation that is the subject of such Material Writedown may be satisfied more than once and (iii) following a Credit Event other |

than a Material Writedown and the satisfaction of the Conditions to Settlement relating thereto, the Conditions to Settlement with respect to the Reference Obligation that is the subject of such Credit Event may not be satisfied again.

Notice Delivery Period: Means the period from and including the Effective Date to but including the earliest of the Scheduled Termination Date, an Optional Termination Date or an Early Termination Date.

Credit Events: The following Credit Events shall apply with respect to each Reference Obligation:

(i) Failure to Pay Principal;

(ii) Failure to Pay Interest;

(iii) Downgrade to Default Ratings;

(iv) Material Writedown;

(v) Bankruptcy.; or

(vi) Interest Deferral.

**"Failure to Pay Principal"** means a failure by a Reference Entity to pay the outstanding principal amount of the relevant Reference Obligation, at the earlier of:

(i) the legal maturity of the relevant Reference Obligation; or

(ii) the date on which the assets securing the relevant Reference Obligation or designated to fund amounts due in respect of such Reference Obligation are liquidated, distributed or otherwise disposed;

*provided, however,* that the failure by a Reference Entity to pay the outstanding principal amount in accordance with the foregoing shall not constitute a Failure to Pay Principal where such failure has occurred solely due to a miscalculation on the part of the entity responsible for calculating such amounts pursuant to the terms of the relevant Reference Obligation where:

(a) such miscalculation has not resulted in a default or event of default pursuant to the terms of such Reference Obligation;

(b) such miscalculation is acknowledged in writing or via facsimile by such responsible entity within two business days of its occurrence; and

(c) such miscalculation is remedied and the outstanding principal amount is paid in full within two business days of such acknowledgement.

**"Failure to Pay Interest"** means a failure by a Reference Entity to make a scheduled interest payment on the relevant Reference Obligation on any scheduled distribution date (such unpaid amount being an **"Interest Shortfall"**), *provided* that (A) with respect to a Reference Obligation that is not an RMBS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), the capitalization of such Interest Shortfall or the separate recording of such Interest Shortfall as capitalized interest (in each case, in lieu of cash payment of such interest) in accordance with and to the extent provided for under the terms of such Reference Obligation (as at the date on which such Reference Obligation is issued and incurred) will not constitute a Failure to Pay Interest and (B) with respect to a Reference Obligation that is an RMBS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), the reduction of an interest payment on such Reference Obligation occurring solely as a result of an available funds cap and/or a weighted average coupon cap (as provided for in the Underlying Instruments of such Reference Obligation) will not constitute a Failure to Pay Interest, unless, in the case of either of clause (A) or (B) above, (i) the same constitutes a default or an event of default under the terms of such Reference Obligation or (ii) the terms of such Reference Obligation do not provide for the reimbursement of such Interest Shortfall (and accrued interest thereon).

Notwithstanding any provision to the contrary contained herein, the failure by a Reference Entity to make a scheduled interest payment in accordance with the foregoing shall not constitute a Failure to Pay Interest where such failure has occurred solely due to a miscalculation on the part of the entity responsible for calculating such amounts pursuant to the terms of the relevant Reference Obligation where:

(i) such miscalculation has not resulted in a default or event of default pursuant to the terms of such Reference Obligation;

(ii) such miscalculation is acknowledged in writing or via facsimile by such responsible entity within two business days of its occurrence; and

(iii) such miscalculation is remedied and the appropriate amount of interest is paid in full

within two business days of such acknowledgement.

For the avoidance of doubt, the occurrence of an Interest Shortfall on a security rated by Moody's and S&P with respect to the timely payment of interest shall constitute a Failure to Pay Interest.

**"Downgrade to Default Ratings"** means a Reference Obligation:

(i) If such Reference Obligation has a pubic Actual Rating by both Moody's and S&P, has experienced (a) an event described in subclause (ii)(a) or (ii)(b) below and (b) an event described in subclause (iii)(a) or (iii)(b) below, and in each case, such events are continuing

(ii) if such Reference Obligation has a public Actual Rating only by Moody's:

(a) is downgraded to "Ca" or below by Moody's; or

(b) has the rating assigned to it by Moody's withdrawn and not reinstated within five Business Days of such withdrawal; and

(iii) if such Reference Obligation has a public Actual Rating only by S&P:

(c) is downgraded to "CC" or below by S&P; or

(d) has the rating assigned to it by S&P withdrawn and not reinstated within five Business Days of such withdrawal.

For the avoidance of doubt, if a Reference Obligation is not publicly rated by S&P, then only the provisions of subclause (ii) above shall apply, and if a Reference Obligation is not publicly rated by Moody's, then only the provisions of subclause (iii) above shall apply.

**"Material Writedown"** means the cumulative Writedown Amount in respect of a Reference Obligation has exceeded zero for the greater of (i) two payment periods and (ii) three consecutive months in respect of such Reference Obligation.

**"Bankruptcy"** means a Reference Entity:

(i) is dissolved (other than pursuant to a consolidation, amalgamation or merger, or subsequent to the substitution of the Reference Entity as principal obligor);

(ii) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(iii) seeks or becomes subject to the appointment of a bankruptcy administrator, provisional liquidator, conservator or receiver for it or for all or substantially all of its assets;

(iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (a) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (b) is not dismissed, discharged, stayed or restrained within 30 days of the institution or presentation thereof;

(v) is unable to pay its debts as they become due or fails or admits in writing in any proceeding or filing its inability generally to pay its debts as they become due and payable;

(vi) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subclauses (i) to (v) above (inclusive); or

(vii) takes any formal action indicating its consent to, approval of or acquiescence in any of the foregoing acts;

*provided, however*, that:

(a) none of the events specified in subclauses (i) to (vii) above which occurs with respect to the Reference Entity shall be a Bankruptcy Credit Event with respect to the related Reference Obligation if (a) the relevant event is not an actual or potential event of default (however described) under the terms of the Reference Obligation or (b) no security securing such Reference Obligation is avoided or set aside or adjusted pursuant to any action taken by an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official or any creditor of the Reference Entity; and

(b) a Bankruptcy Credit Event under subclause (v) above shall not be treated as occurring solely by reason of the addition of accrued interest to the

principal amount of the related Reference Obligation or the separate recording of interest as capitalized interest, in each case instead of being paid in cash and as provided for under the terms of such Reference Obligation (unless such addition of accrued interest or separate recording of interest constitutes a default or event of default under the terms of such Reference Obligation in effect at the time of inclusion of the Reference Obligation in the Reference Portfolio).

**"Interest Deferral"** means, with respect to a Reference Obligation that is either (a) a CDO Cashflow Security (as identified under the heading "Specified Type" in the Reference Obligation Registry) or (b) an ABS Security (as identified under the heading "Specified Type" in the Reference Obligation Registry), (i) a failure by the Reference Entity to make scheduled interest payments on such Reference Obligation for twenty-four consecutive months and (ii) such failure described in clause (i) does not satisfy the definition of "Failure to Pay Interest" without giving effect to the minimum payment requirement.

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| Payment Requirement: | Solely in the case of Failure to Pay Interest: $10,000<br>In the case of all other Credit Events: $0 |
| Notification: | Goldman will inform Counterparty of any Cash Settlement Amount and/or any Recovery Adjustment Amount in respect of a Reference Entity as soon as reasonably practicable following the determination of such Cash Settlement Amount and/or Recovery Adjustment Amount. |

**4. <u>Settlement Terms / Terms Relating to the Calculation of "Cash Settlement Amount"</u>:**

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|---|---|
| Settlement Method: | Cash Settlement. For the avoidance of doubt a Final Price will be determined in respect of a Reference Obligation in accordance with the Valuation Method only in respect of Failure to Pay Interest, Downgrade to Default Rating, Interest Deferral and Bankruptcy. |
| Valuation Date: | Multiple Valuation Dates: 60 Valuation Business Days; and each 5 Valuation Business Days thereafter |
| Number of Valuation Dates: | 2 |
| Valuation Time: | 11:00 a.m. in the principal trading market for the Reference Obligation |
| Quotation Method: | Bid |
| Quotation Amount: | With respect to any Reference Obligation, the Reference Obligation Notional Amount. |

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| Dealer(s): | As per the Definitions, except that Seller shall be a Dealer; provided that, notwithstanding Section 7.15 of the Definitions, the Calculation Agent will have no obligation to consult with the parties in selecting the Dealers. |
| Quotation: | Exclude Accrued Interest.<br><br>The definitions of "Full Quotation" and "Weighted Average Quotation" will be construed, for purposes of this Transaction, as referring to firm bid quotations from Dealers where such bid quotations can be accepted by either (a) delivery of an amount of the Reference Obligation or (b) entry into a Total Return Swap consistent with the form attached as Appendix A where the Notional Amount (as defined in such Total Return Swap) is equal to the Quotation Amount. |
| Valuation Method: | Average Highest; provided however, that following each Quotation, if either (A) Seller has not provided the highest bid quotation or (B) Seller is not the Notifying Party related to the Credit Event with respect to which a Final Price is being determined, the highest bid quotation obtained for the purpose of determining such Final Price shall be increased by the product of (i) 10.00% and (ii) the ratio of (a) the greater of (I) zero and (II) 65.00% minus the highest bid quotation and (b) 65.00%. |
| Cash Settlement Date: | 10 Business Days following the relevant Calculation Date. |
| Calculation Date: | The Business Day on which Goldman satisfied the Conditions to Settlement except with respect to a Failure to Pay Interest, Downgrade to Default Rating, Interest Deferral or Bankruptcy, in which case the related Calculation Date will be the date on which the Final Price is determined. |
| Settlement Currency: | USD |
| Cash Settlement Amount: | With respect to a Reference Obligation, an amount equal to any Credit Event Adjustment Amount that is greater than zero determined on the related Calculation Date. |
| Notification: | Goldman will inform Counterparty of the amount of any Loss Amount in respect of a Reference Entity as soon as reasonably practicable following the determination of such Loss Amount, irrespective of whether or not the aggregate of all Loss Amounts is less than or equal to the Initial Loss Threshold Amount. |
| Modification to the Definitions: | Section 2.2 shall not apply to this Transaction.<br><br>Section 2.30 shall not apply to this Transaction.<br><br>Section 2.31 shall not apply to this Transaction.<br><br>Section 7.7(b) of the Definitions shall be amended by the deletion of the 4th through 10th lines (inclusive) thereof.<br><br>The Definitions shall be amended by the addition of a new Section 7.7(e) as follows: |

"For purposes of determination of Quotations under this Section 7.7, "Dealer" shall mean an Approved Dealer and the Seller."

The Definitions shall be amended by the addition of a new Section 9.1(c) as follows:

"Goldman and Counterparty shall each be deemed to represent to the other party on the Trade Date of a Credit Derivative Transaction that such Credit Derivative Transaction is not intended to be a contract of surety, insurance, guarantee or indemnity."

**5. Optional Termination:**

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| Optional Termination: | On any Payment Date after the end of the Non-Call Period, Goldman may elect to terminate the Transaction at any time by delivering to Counterparty a termination notice (the "Optional Termination Notice"). |
| Optional Termination Date: | The date of delivery of the Optional Termination Notice by Goldman to Counterparty. |
| Non-Call Period: | The period from the Effective Date to and including the Payment Date in August 2008. |
| | For the avoidance of doubt, no termination payment shall be paid by either party on the Optional Termination Date. |

**6. Notice and Account Details:**

Counterparty Contact Details for Notices

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|---|---|
| Address: | AIG Financial Products Corp.<br>50 Danbury Road<br>Wilton, CT 06897-4444 |
| Attention: | Chief Financial Officer<br>(with a copy to the General Counsel at the above address) |
| Facsimile No.: | (203) 222-4780 |
| Telephone No.: | (203) 222-4700 |

Goldman Contact Details for Notices

| | |
|---|---|
| Attention: | Credit Derivatives Middle Office London |
| Facsimile No.: | (212) 428 9189 |
| Telephone No.: | (212) 357 0167 |

Account Details of Counterparty:

ABA:
BANK NAME:
CITY:
A/C #:
ENTITY NAME:

Account Details of Goldman:
ABA:
BANK NAME:
CITY:
A/C #:
ENTITY NAME:

7. **Additional Definitions:**

**"ABACUS 2005-3 Notes"**: The obligations that have been co-issued by ABACUS 2005-3, Ltd. and ABACUS 2005-3, Inc., pursuant to an indenture dated as of July 28, 2005.

**"Accrual Period"**: the period from and including the Effective Date to but excluding the first Payment Date, and each successive period from and including each Payment Date to but excluding the following Payment Date (except with respect to the Payment Date preceding the Scheduled Termination Date to but excluding the Scheduled Termination Date).

**"Actual Rating"**: With respect to any Obligation, the actual expressly monitored outstanding rating assigned by a Rating Agency, without reference to any other rating by another Rating Agency, and which rating by its terms addresses the full scope of the payment promise of the obligor on such Obligation, after taking into account any applicable guarantee or insurance policy or if no such rating is available from a Rating Agency, any "credit estimate" or "shadow rating" assigned by such Rating Agency.

**"Actual Swap Notional Overcollateralization Ratio"**: On any date of determination on which the Outstanding Swap Notional Amount is greater than zero, the ratio, expressed as a percentage and rounded to one decimal place, of (i) the aggregate Reference Portfolio Notional Amount and (ii) the Outstanding Swap Notional Amount on such date of determination.

**"Affiliate"** or **"Affiliated"**: With respect to a Person, (i) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person or (ii) any other Person who is a director, officer or employee (a) of such Person, (b) of any subsidiary or parent company of such Person or (c) of any Person described in subclause (i) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (i) to vote more than 50% of the securities having ordinary voting power for the election of directors of any such Person or (ii) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

**"Amortization Adjustment Amount"**: On any date of determination, an amount equal to the lesser of (i) the amount available to reduce the Outstanding Swap Notional Amount in accordance with the Modified Sequential Paydown Sequence and (ii) the Outstanding Swap Notional Amount immediately prior to such determination.

**"Approved Dealer"**: Any of the Persons or their Affiliates set forth below (including the successor to any such Person):

ABN AMRO Bank N.V.;

Banc One Securities Corporation;

Bank of America Securities LLC;

Barclays Bank PLC;

Bear, Stearns & Co. Inc.;

BNP Paribas;

Canadian Imperial Bank of Commerce;

Citigroup;

Commerzbank AG;

Countrywide Securities Corporation;

Credit Suisse First Boston;

Deutsche Bank AG;

Dresdner Bank AG;

First Tennessee Bank National Association;

Greenwich Capital Markets, Inc.;

HSBC Bank plc;

JP Morgan Chase & Co.;

Legg Mason Wood Walker;

Lehman Brothers;

Merrill Lynch & Co., Inc.;

Morgan Stanley & Co., Inc.;

Nomura Securities Co., Ltd.;

Raymond James Financial, Inc.;

Societe Generale Group;

TD Bank Financial Group;

UBS AG;

United Capital Markets Inc.;

Wachovia Securities, LLC;

Washington Mutual Inc; or

WestLB AG.

**"Credit Event Adjustment Amount"**: An amount equal to the greater of (a) zero and (b)(i) the aggregate Loss Amount determined on the related Calculation Date less (ii) the Loss Threshold Amount immediately prior to such determination.

**"Dollar"**: A dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for all debts, public and private.

**"Due Period"**: With respect to any Payment Date, the period commencing on the day immediately following the fifth Business Day prior to the preceding Payment Date (or, in the case of the Due Period relating to the first Payment Date, beginning on the Effective Date) and ending on (and including) the fifth Business Day prior to such Payment Date (or, in the case of a Due Period that is applicable to the Payment Date relating to the Termination Date, ending on (and including) the Business Day immediately preceding such Payment Date or Termination Date, as the case may be).

**"Euro"**, **"Euros"** and **"€"**: The currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended from time to time.

**"ICE Accrued Fixed Payment Amount"**: The amount of Fixed Payment accrued, during the related Accrual Period on the average daily ICE Outstanding Swap Notional Amount during the preceding Accrual Period.

**"ICE Actual Swap Notional Overcollateralization Ratio"**: On any date of determination on which the ICE Outstanding Swap Notional Amount is greater than zero, the ratio, expressed as a percentage and rounded to one decimal place, of (i) the aggregate ICE Reference Portfolio Notional Amount and (ii) the ICE Outstanding Swap Notional Amount on such date of determination.

**"ICE Fixed Payment Differential"**: An amount equal to (i) the ICE Accrued Fixed Payment Amount *less* (ii) the Fixed Payment accrued during the related Accrual Period.

**"ICE Fixed Payment Reimbursement Amount"**: On any Payment Date, an amount equal to the product of:

(i) the sum of:

(A) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date),

(B) the product of (a) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date), (b) the Swap Interest Rate and (c) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360, and

(C) the ICE Fixed Payment Differential on such Payment Date; and

(ii) the lesser of (a) 1 or (b) a fraction, the numerator of which is the Write-up Amount allocated to the Outstanding Swap Notional Amount and the denominator of which is the ICE Outstanding Swap Notional Amount Differential on the immediately preceding Payment Date.

**"ICE Loss Amount"**: On (i) any Calculation Date, an amount determined by the Calculation Agent with respect to the related Credit Event as follows:

(a) with respect to a Failure to Pay Principal, the ICE Loss Amount will be an amount equal to the amount of unpaid principal allocable to such Reference Obligation (plus any unpaid accrued or deferred interest);

(b) with respect to a Failure to Pay Interest, a Downgrade to Default Ratings, an Interest Deferral or a Bankruptcy, the ICE Loss Amount will be the sum of (a) the greater of (1) the product of (A) 100% minus the Final Price and (B) the ICE Reference Obligation Notional Amount of the related Reference Obligation and (2) zero and (b) any unpaid accrued or deferred interest on the related Reference Obligation; and

(c) with respect to a Material Writedown, zero; and

(ii) any Business Day on which a Reference Obligation that has suffered one or more Material Writedowns is removed from the Reference Portfolio, the sum of any Material Writedowns with respect to such Reference Obligation that have not been offset by a corresponding Write-up Amount prior to such removal;

*provided* that, with respect to a Reference Obligation not denominated in Dollars, the ICE Loss Amount shall equal the product of (a) the ICE Loss Amount denominated in such other currency determined as set forth above and (b) the applicable Notional Foreign Exchange Rate.

**"ICE Loss Threshold Amount"**: An amount equal to the Initial Loss Threshold Amount on the Effective Date and that will be decreased thereafter:

(i) five Business Days following each Calculation Date by an amount equal to the lesser of (a) the aggregate ICE Loss Amount determined on such Calculation Date and (b) the ICE Loss Threshold Amount immediately prior to such determination.

(ii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, decreased by an amount equal to the lesser of (a) the amount available to reduce the ICE Loss Threshold Amount in accordance with the ICE Modified Sequential Paydown Sequence and (b) the ICE Loss Threshold Amount immediately prior to such determination.

**"ICE Loss Threshold Differential"**: An amount equal to, at any time of determination, the ICE Loss Threshold Amount at such time *less* the Loss Threshold Amount at such time.

**"ICE Modified Sequential Paydown Sequence"**: The amortization of the ICE Outstanding Swap Notional Amount and the ICE Loss Threshold Amount in the following priority: (i) if any of the ABACUS 2005-3 Notes has been downgraded by any Rating Agency below its original rating, to reduce the ICE Outstanding Swap Notional Amount and the ICE Loss Threshold Amount in sequential order of priority or (ii) otherwise, (A) *first*, (x) if the Reference Portfolio Notional Amount is greater than or equal to the Reference Portfolio Threshold Amount and the ICE Outstanding Swap Notional Amount is greater than zero, to reduce the ICE Outstanding Swap Notional Amount to the extent necessary to cause the ICE Actual Swap Notional Overcollateralization Ratio to equal the Target Swap Notional Overcollateralization Ratio or (y) otherwise, to reduce the ICE Outstanding Swap Notional Amount to zero and (B) *then*, the remainder, if any, to reduce the ICE Loss Threshold Amount.

**"ICE Outstanding Swap Notional Amount"**: On the Effective Date, an amount equal to the Initial Swap Notional Amount; thereafter, it will be decreased by an amount equal to, if greater than zero:

(i) on each Cash Settlement Date or on any Business Day on which a Reference Obligation that suffered one or more Material Writedowns is removed from the Reference Portfolio, (1) the aggregate ICE Loss Amount determined on the related Calculation Date or Business Day on which a Reference Obligation that suffered one or more Material Writedowns is removed from the Reference Portfolio *less* (2) the ICE Loss Threshold Amount immediately prior to such determination (such amount, the **"ICE Credit Event Adjustment Amount"**);

(ii) on each Cash Settlement Date, the aggregate ICE Reference Obligation Recovery Amount determined on the related Calculation Date (such amount, the **"ICE Recovery Adjustment Amount"**); and

(iii) on the Business Day on which any principal is paid on one or more Reference Obligations or the Business Day immediately following a non-Business Day on which any principal is paid on one or more Reference Obligations, the lesser of (i) the amount available to reduce the ICE Outstanding Swap Notional Amount in accordance with the ICE Modified Sequential Paydown Sequence and (ii) the ICE Outstanding Swap Notional Amount immediately prior to such determination.

**"ICE Outstanding Swap Notional Amount Differential"**: At any time of determination, an amount equal to the ICE Outstanding Swap Notional Amount at such time *less* the Outstanding Swap Notional Amount at such time.

**"ICE Reference Obligation Notional Amount"**: Without giving effect to a Material Writedown Credit Event, the notional amount of (i) a Dollar denominated Reference Obligation is the notional amount of such Reference Obligation as recorded in the Reference Obligation Registry and (ii) a Reference Obligation denominated in a currency other than Dollars will be the product of (a) the notional amount of such Reference Obligation denominated in such other currency as recorded in the Reference Obligation Registry and (b) its Notional Foreign Exchange Rate.

**"ICE Reference Obligation Recovery Amount"**: With respect to a day that is five Business Days following a Calculation Date, the ICE Reference Obligation Notional Amount of any Reference Obligations for which an ICE Loss Amount has been determined on the related Calculation Date *less* the related ICE Loss Amount.

**"ICE Reference Portfolio Notional Amount"**: At any time of calculation, the aggregate ICE Reference Obligation Notional Amount of all Reference Obligations at such time.

**"ICE Reimbursable Fixed Payment Amount"**: An amount equal to:

(i) on the Effective Date and any Payment Date prior to the occurrence of a Material Writedown, zero;

(ii) on any Payment Date after the occurrence of a Material Writedown:

(A) the product of (i) the ICE Reimbursable Fixed Payment Amount on the immediately preceding Payment Date (or, in the case of the first Payment Date, the Effective Date) and (ii) one *plus* the product of (a) the Swap Interest Rate and (b) the actual number of days in the preceding Fixed Rate Payer Calculation Period divided by 360; *plus*

(B) the ICE Fixed Payment Differential for the period from and including the previous Payment Date (or, in the case of the first Payment Date, the Effective Date) to but excluding the current Payment Date; *minus*

(C) any ICE Fixed Payment Reimbursement Amount paid on such Payment Date; and

(iii) on the day the Outstanding Swap Notional Amount is equal to zero, zero.

**"Initial Swap Notional Overcollateralization Ratio"**: The ratio, expressed as a percentage and rounded to one decimal place, of (i) the Initial Reference Portfolio Notional Amount and (ii) the Initial Swap Notional Amount.

**"LIBOR"** means with respect to each Fixed Rate Payer Calculation Period, the interpolated London Interbank Offered Rate determined by the Calculation Agent on the relevant LIBOR Determination Date via Telerate 3750 (or via such substitute method of determination as specified in the ISDA Definitions if Telerate 3750 is unavailable on such LIBOR Determination Date) applicable from and including the prior Fixed Rate Payer Payment Date (or in the case of the first Fixed Rate Payment Date, the Effective Date) to but excluding such Fixed Rate Payment Date; provided, however, that if the Termination Date is the Extended Termination Date, LIBOR shall be deemed to be zero during the period from (but excluding) the day specified in clause (i) under "Termination Date" to (and including) the Extended Termination Date.

**"LIBOR Determination Date"** means with respect to each Fixed Rate Payer Payment Date, two London business days prior to such Fixed Rate Payer Payment Date.

**"Loss Amount"** means with respect to the related Credit Event, an amount determined as follows:

(i) with respect to a Material Writedown:

(a) the first time a Reference Obligation suffers a Material Writedown, the Loss Amount will be the cumulative amount of such Writedown Amount; and

(b) each subsequent time such Reference Obligation suffers a Material Writedown, the Loss Amount will be an amount equal to the incremental Writedown Amount;

(ii) with respect to a Failure to Pay Principal, the Loss Amount will be an amount equal to the amount of unpaid principal allocable to such Reference Obligation (plus any unpaid accrued or deferred interest thereon); and

(iii) with respect to a Failure to Pay Interest, a Downgrade to Default Ratings, an Interest Deferral or a Bankruptcy, the Loss Amount will be the sum of (a) the greater of (1) the product of (A) 100% minus the Final Price and (B) the Reference Obligation Notional Amount of the related Reference Obligation and (2) zero, and (b) any unpaid accrued or deferred interest on the related Reference Obligation.

*provided* that, with respect to a Reference Obligation not denominated in Dollars, the Loss Amount shall equal the product of (a) the Loss Amount denominated in such other currency determined under subclauses (i) through (iii) above and (b) the applicable Notional Foreign Exchange Rate.

**"Modified Sequential Paydown Sequence"**: The amortization of the Outstanding Swap Notional Amount and the Loss Threshold Amount in the following priority: (i) if any of the ABACUS 2005-3 Notes has been downgraded by any Rating Agency below its original rating, to reduce the Outstanding Swap Notional Amount and the Loss Threshold Amount in sequential order of priority or (ii) otherwise, (A) *first*, (x) if the Reference Portfolio Notional Amount is greater than or equal to the Reference Portfolio Threshold Amount and the Outstanding Swap Notional Amount is greater than zero, to reduce the Outstanding Swap Notional Amount to the extent necessary to cause the Actual Swap Notional Overcollateralization Ratio to equal the Target Swap Notional Overcollateralization Ratio or (y) otherwise, to reduce the Outstanding Swap Notional Amount to zero and (B) *then*, the remainder, if any, to reduce the Loss Threshold Amount.

**"Moody's"**: Moody's Investors Service, Inc. and any successor or successors thereto.

**"Notional Foreign Exchange Rate"**: The prevailing rate of exchange (expressed as a number rounded to four decimal places) of Euro or Sterling, as the case may be, for Dollars determined by the Calculation Agent on the Effective Date.

**"Payment Date"**: The 28th of each month, commencing August 28, 2005 and ending on the Scheduled Termination Date; *provided*, that if an Extended Termination Date results from one or more Reference Obligations that suffered one or more Material Writedown Credit Events prior to the Scheduled Termination Date remaining in the Reference Portfolio as of the Scheduled Termination Date, "Payment Date" shall mean the 28th of each month, commencing August 28, 2005 and ending on the Extended Termination Date, but solely for the purpose of determining the timing of payment of any Reimbursement Payment to be paid during the period between the Scheduled Termination Date and the Extended Termination Date.

**"Person"**: An individual, corporation (including a business trust), partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), bank, unincorporated association or government or any agency or political subdivision thereof or any other entity of a similar nature.

**"Principal Reimbursement Amount"**: In connection with a reinstatement, in whole or in part, of the principal amount of a Reference Obligation by the related Reference Entity after the occurrence of a Material Writedown with respect thereto, an amount equal to the lesser of (A) the ICE Outstanding Swap Notional Amount Differential immediately prior to such reinstatement and (B) the greater of (i) zero and (ii) the Write-Up Amount.

**"Publicly Available Information"**: Any information that reasonably confirms any of the facts relevant to the determination that the Credit Event described in a Credit Event Notice has occurred and which (i) has been published in not less than two internationally recognized published or electronically displayed news sources (it being understood that each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos or The Australian Financial Review (or successor publications) shall be deemed to be an internationally recognized published or electronically displayed news source); *provided* that if either of the parties to the Credit Default Swap or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless such party or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation, (ii) is information received from (a) a Reference Entity, (b) a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation or a Person which was a party to the offering or distribution of the related Reference Obligation or is a party to any agreement relating to the related Reference Obligation, (c) a master servicer, a primary servicer, a special servicer, a back-up servicer or any other person acting in a similar capacity for a Reference Obligation, (d) Moody's, S&P or Fitch Ratings Ltd. or any successor thereto, in each case generally made available to the public, (e) Trepp, LLC, Conquest®, Intex Solutions, Inc., Realpoint℠, Wall Street Analytics or any of their respective successors and assigns or (f) any internationally recognized stock exchange on which the related Reference Obligation is listed, (iii) is information contained in any petition or filing instituting a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights against or by a Reference Entity or a petition is presented for the winding-up or liquidation of a Reference Entity, (iv) is information contained in any order, decree or notice, however described, of a court, tribunal, regulatory authority or similar administrative or judicial body, (v) is information published in Asset-Backed Alert, International Securitization and Structured Finance Report, BondWeek, Derivatives Week, Asset Securitization Report, Securitization News, Commercial Mortgage Alert, Creditflux, Euromoney or International Financing Review (or successor publications) or (vi) subject to the confirmation of Moody's and S&P, is information contained in a certificate of the Calculation Agent.

In relation to any information of the type described in (ii), (iii), (iv) or (v), the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate thereof that would be breached by, or would prevent, the disclosure of such information to third parties.

**"Rating Agencies"**: Moody's and S&P (each, a **"Rating Agency"**).

**"Recovery Adjustment Amount"**: An amount equal to the aggregate Reference Obligation Recovery Amount determined on the related Calculation Date.

**"Reference Obligation Recovery Amount"**: With respect to a day that is five Business Days following a Calculation Date, the Reference Obligation Notional Amount of any Reference Obligations for which a Loss Amount has been determined on the related Calculation Date (other than in connection with a Material Writedown) *less* (2) the related Loss Amount (other than in connection with a Material Writedown).

**"Reference Obligation Registry"**: A registry maintained by the Calculation Agent in accordance with the Transaction that records the information set forth in Schedule A, which registry will be updated by the Calculation Agent to reflect any applicable changes.

**"Reference Portfolio Notional Amount"**: At any time of calculation, the aggregate Reference Obligation Notional Amount of all Reference Obligations at such time.

**"Reference Portfolio Threshold Amount"**: USD 400,000,000.

**"Sterling"**: The lawful currency of the United Kingdom.

**"Swap Interest Rate"**: For any Fixed Rate Payer Calculation Period, the sum of (a) the relevant LIBOR plus (ii) the Fixed Rate (expressed as a decimal number with seven decimal places).

**"Target Swap Notional Overcollateralization Ratio"**: The sum, expressed as a percentage and rounded to one decimal place, of (i) 100% and (ii) the product of (a) three and (b) the difference between (1) the Initial Swap Notional Overcollateralization Ratio and (2) 100%.

**"Underlying Instruments"**: The indenture and any credit agreement, assignment agreement, participation agreement, pooling and servicing agreement, trust agreement, instrument or other agreement pursuant to which a Reference Obligation was issued and/or created and each other agreement that governs the terms of or secures such Reference Obligation or of which holders of such Reference Obligation are the beneficiaries, and any instrument evidencing or constituting such Reference Obligation.

**"Writedown Amount"**: On any day, the amount of any reduction in the principal amount of a Reference Obligation (other than as a result of scheduled or unscheduled payment of principal) or, if such Reference Obligation is not denominated in Dollars, the product of (1) the amount of such reduction denominated in such other currency and (2) the applicable Notional Foreign Exchange Rate.

**"Write-up Amount"**: On any day, in respect of any Reference Obligation which has experienced a Material Writedown, the amount by which such Reference Obligation has been written up, or, if such Reference Obligation is not denominated in Dollars, the product of (1) the principal amount of such Write-up denominated in such other currency and (2) the applicable Notional Foreign Exchange Rate.

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between Goldman and Counterparty with respect to the Transaction to which this Confirmation relates, by manually signing this Confirmation and providing the other information requested herein and immediately returning an executed copy to Swap Administration, Facsimile No. 1 212 428 9189.

Very truly yours,

Goldman Sachs International

By: _____

Name: Paul Kaye
Title: Vice President

Agreed and Accepted by:
Counterparty

By: _____

Name: Steven F. Homscheid
Title: Vice President

**Schedule A**

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| AMXCA 2005-2 C | 025826AD0 | 16,000,000 | ABS Security | Baa2 | BBB | 16-Oct-17 | 24-Mar-05 |
| CHAIT 2005-C1 C1 | 161571AE4 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Nov-12 | 17-Mar-05 |
| COMET 2005-C1 C1 | 14041NBZ3 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Feb-13 | 21-Apr-05 |
| KSLT 2004-A 2D | 493268CB0 | 16,000,000 | ABS Security | Baa2 | BBB | 28-Jul-42 | 12-Aug-04 |
| MBNAS 2004-C2 C2 | 55264TCR0 | 16,000,000 | ABS Security | Baa2 | BBB | 15-Nov-16 | 01-Jul-04 |
| MMT 2005-1A B | 59159UBU1 | 16,000,000 | ABS Security | A2 | A | 21-Mar-11 | 06-Apr-05 |
| NCSLT 2004-2 C | 63543PBB1 | 16,000,000 | ABS Security | A3 | A | 26-Dec-33 | 28-Oct-04 |
| PGMT 2004-EA C | 74408AAQ3 | 16,000,000 | ABS Security | A2 | A | 15-Nov-11 | 23-Nov-04 |
| SLMA 2004-B B | 78443CBQ6 | 10,000,000 | ABS Security | A1 | A | 15-Sep-33 | 26-May-04 |
| SLMA 2004-B C | 78443CBR4 | 10,000,000 | ABS Security | Baa1 | BBB | 15-Sep-33 | 26-May-04 |
| FAIRF 2004-1A D1 | 304727AG5 | 14,000,000 | CDO Cashflow Security | Baa3 | BBB | 28-Nov-39 | 16-Dec-04 |
| MKP 4A C | 553121AG9 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 12-Jul-40 | 09-Mar-05 |
| RIVER 2005-1A D1 | 768277AE5 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Feb-40 | 19-Jan-05 |
| SANDS 2004-1A D | 80011PAD5 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Jun-39 | 04-Jun-04 |
| SCF 5A C1 | 84129VAJ0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Aug-39 | 07-Jul-04 |
| SCF 7A D1A | 83743YAF0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 06-Jan-41 | 25-May-05 |
| SMSTR 2004-1A C | 86565PAE0 | 14,000,000 | CDO Cashflow Security | Baa2 | BBB | 05-Dec-39 | 02-Dec-04 |
| BACM 2004-3 H | 05947USM1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jun-39 | 01-Jul-04 |
| BSCMS 2004-PWR3 H | 07383FYS1 | 14,000,000 | CMBS Security | | BBB- | 11-Feb-41 | 01-Mar-04 |
| BSCMS 2004-PWR5 H | 07383FR67 | 14,000,000 | CMBS Security | Baa3 | | 11-Jul-42 | 01-Jul-04 |
| BSCMS 2004-T14 H | 07383FB80 | 14,000,000 | CMBS Security | Baa3 | BBB- | 12-Jan-41 | 01-May-04 |
| BSCMS 2004-T16 H | 07383FV88 | 14,000,000 | CMBS Security | | BBB- | 13-Feb-46 | 01-Nov-04 |
| COMM 2004-LB3A H | 20047GAL1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jul-37 | 01-Jul-04 |
| CSFB 2004-C1 H | 22541SBK3 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jan-37 | 01-Mar-04 |
| CSFB 2004-C2 H | 22541SKW7 | 14,000,000 | CMBS Security | | BBB- | 15-May-36 | 01-Jun-04 |
| GCCFC 2004-GG1 H | 396789GA1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jun-36 | 01-May-04 |
| GCCFC 2005-GG3 G | 396789KD0 | 14,000,000 | CMBS Security | Baa2 | BBB | 10-Aug-42 | 01-Feb-05 |
| GSMS 2004-GG2 H | 36228CTT0 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Aug-38 | 01-Aug-04 |
| GSMS 2005-GG4 H | 36228CWG4 | 14,000,000 | CMBS Security | Baa3 | BBB- | 10-Jul-39 | 01-Jun-05 |
| JPMCC 2004-C1 H | 46625MW96 | 14,000,000 | CMBS Security | Baa3 | | 15-Jan-38 | 01-Feb-04 |
| JPMCC 2004-CB8 H | 46625M2S7 | 14,000,000 | CMBS Security | Baa3 | BBB- | 12-Jan-39 | 01-Mar-04 |
| JPMCC 2004-LN2 H | 46625YBS1 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jul-41 | 01-Aug-04 |
| JPMCC 2005-LDP1 H | 46625YHB2 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Mar-46 | 01-Mar-05 |
| LBUBS 2004-C1 K | 52108HYX6 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jan-36 | 11-Jan-04 |
| LBUBS 2004-C2 K | 52108HA95 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Mar-36 | 11-Mar-04 |
| LBUBS 2004-C4 K | 52108HG24 | 14,000,000 | CMBS Security | Baa3 | BBB- | 15-Jun-36 | 11-May-04 |
| LBUBS 2004-C8 J | 52108HV84 | 14,000,000 | CMBS Security | Baa2 | BBB | 15-Dec-39 | 02-Dec-04 |
| MLMT 2004-BPC1 H | 59022HFH0 | 14,000,000 | CMBS Security | | BBB- | 12-Oct-41 | 01-Jul-04 |
| MSC 2003-T11 G | 61746WJ27 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jun-41 | 01-Aug-03 |
| MSC 2004-HQ3 K | 61745MXN8 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jan-41 | 01-Mar-04 |
| MSC 2004-IQ7 G | 61745MZG1 | 14,000,000 | CMBS Security | | BBB- | 15-Jun-38 | 01-May-04 |
| MSC 2004-T15 G | 61745MM42 | 14,000,000 | CMBS Security | Baa3 | BBB- | 13-Jun-41 | 01-Jul-04 |
| WBCMT 2004-C12 H | 929766SN4 | 14,000,000 | CMBS Security | | BBB- | 15-Jul-41 | 01-Jul-04 |
| WBCMT 2004-C15 G | 929766WV1 | 14,000,000 | CMBS Security | Baa2 | BBB | 15-Oct-41 | 01-Nov-04 |
| AABST 2004-6 B2 | 00764MEB9 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 22-Dec-04 |
| ABFC 2005-HE1 M9 | 04542BLA8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Dec-34 | 30-Mar-05 |
| ABSHE 2005-HE1 M9 | 04541GPR7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 04-Feb-05 |
| ABSHE 2005-HE2 M7 | 04541GQH8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 04-Mar-05 |
| ABSHE 2005-HE4 M8 | 04541GRS3 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 05-May-05 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| ABSHE 2005-HE5 M9 | 04541GSR4 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Jun-35 | 06-Jun-05 |
| ACCR 2004-4 M5 | 004375CL3 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jan-35 | 22-Nov-04 |
| ACE 2005-HE1 M8 | 004421LB7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Feb-35 | 31-Jan-05 |
| AMSI 2003-12 M6 | 03072SNC5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Nov-33 | 05-Dec-03 |
| AMSI 2004-R2 M9 | 03072SPR0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-34 | 05-Apr-04 |
| AMSI 2004-R4 M6 | 03072SRK3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 05-May-04 |
| AMSI 2005-R1 M8 | 03072SYF6 | 16,000,000 | RMBS Security | Baa2 | BBB- | 25-Mar-35 | 23-Feb-05 |
| AMSI 2005-R2 M8 | 03072SYY5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Apr-35 | 24-Mar-05 |
| AMSI 2005-R3 M9 | 03072SA70 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-35 | 27-Apr-05 |
| ARSI 2004-W1 M6 | 040104FF3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-34 | 05-Feb-04 |
| ARSI 2004-W11 M10 | 040104MQ1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Nov-34 | 08-Oct-04 |
| ARSI 2004-W6 M6 | 040104GX3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-34 | 07-Apr-04 |
| ARSI 2004-W8 M8 | 040104JV4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-34 | 06-May-04 |
| BSABS 2005-HE1 M5 | 073879PV4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 28-Jan-05 |
| BSABS 2005-HE2 M5 | 073879RD2 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Feb-35 | 28-Feb-05 |
| BSABS 2005-HE3 M6 | 073879SB5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 31-Mar-05 |
| CBASS 2005-CB1 B2 | 12673TAM9 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 08-Feb-05 |
| CWL 2004-13 MV8 | 126673RT1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Dec-04 |
| CWL 2004-15 MV8 | 126673UU4 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Dec-04 |
| CWL 2004-4 B | 1266715S1 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Aug-33 | 31-Mar-04 |
| CWL 2005-3 BV | 126673C42 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Aug-35 | 30-Mar-05 |
| CWL 2005-BC1 M8 | 126673YR7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 30-Mar-05 |
| CXHE 2005-B B | 152314NJ5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 24-Mar-05 |
| FFML 2004-FF8 B2 | 32027NNV9 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Oct-34 | 30-Dec-04 |
| FFML 2005-FF1 B3 | 32027NQR5 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Dec-34 | 24-Feb-05 |
| FFML 2005-FF2 B2 | 36242DN90 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 28-Apr-05 |
| FHLT 2005-1 M9 | 35729PJK7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-35 | 29-Mar-05 |
| FHLT 2005-A M8 | 35729PHT0 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 22-Feb-05 |
| FHLT 2005-B M9 | 35729PKD1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Apr-35 | 06-May-05 |
| GSAMP 2004-OPT B2 | 36242DNY5 | 16,000,000 | RMBS Security | Baa2 | A | 25-Nov-34 | 28-Dec-04 |
| GSAMP 2005-HE1 B3 | 36242DSB0 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Dec-34 | 27-Jan-05 |
| GSAMP 2005-HE2 B3 | 36242DB28 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Mar-35 | 30-Mar-05 |
| GSAMP 2005-HE3 B1 | 362341BU2 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jun-35 | 30-Jun-05 |
| HEAT 2004-2 B3 | 437084BR6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jul-34 | 01-Apr-04 |
| HEAT 2004-4 B3 | 437084DH6 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Oct-34 | 01-Jul-04 |
| HEAT 2005-2 B2 | 437084JX5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jul-35 | 01-Apr-05 |
| HEAT 2005-3 B3 | 437084KY1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Aug-35 | 28-Apr-05 |
| LBMLT 2004-2 M7 | 542514GD0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 04-May-04 |
| LBMLT 2004-4 M8 | 542514JA3 | 16,000,000 | RMBS Security | Baa2 | A- | 25-Oct-34 | 08-Sep-04 |
| LBMLT 2005-1 M9 | 542514KH6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 06-Jan-05 |
| LBMLT 2005-2 M9 | 542514KZ6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 05-Apr-05 |
| MABS 2005-NC1 M9 | 57643LGP5 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Dec-34 | 20-Jan-05 |
| MABS 2005-WMC1 M8 | 57643LHD1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 29-Apr-05 |
| MLMI 2005-NC1 B2 | 59020URT4 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Oct-35 | 31-Jan-05 |
| MLMI 2005-WMC1 B2 | 59020URA5 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Sep-35 | 27-Jan-05 |
| MSAC 2004-NC3 B3 | 61744CCB0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-34 | 16-Apr-04 |
| MSAC 2004-NC4 B3 | 61744CCN4 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-34 | 27-May-04 |
| MSAC 2005-HE1 B2 | 61744CKV7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Dec-34 | 26-Jan-05 |
| MSAC 2005-HE2 B2 | 61744CNJ1 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 30-Mar-05 |
| MSAC 2005-NC1 B3 | 61744CMT0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-35 | 25-Feb-05 |
| MSAC 2005-NC2 B3 | 61744CPQ3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 29-Apr-05 |
| MSAC 2005-WMC1 B3 | 61744CMC7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-35 | 24-Feb-05 |
| MSAC 2005-WMC2 B2 | 61744CNY8 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Feb-35 | 30-Mar-05 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Actual Rating | S&P Actual Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| NCHET 2004-1 M6 | 64352VFV8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-May-34 | 21-Apr-04 |
| NCHET 2005-1 M8 | 64352VKH3 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Mar-35 | 25-Feb-05 |
| NHEL 2004-1 B3 | 66987XEJ0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-34 | 11-Mar-04 |
| NHEL 2005-1 B3 | 66987XGN9 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Jun-35 | 22-Feb-05 |
| NHEL 2005-2 M9 | 66987WCV7 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Oct-35 | 27-May-05 |
| OOMLT 2004-1 M6 | 68389FEX8 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-34 | 20-Jan-04 |
| OOMLT 2004-2 M6 | 68389FFM1 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-May-34 | 13-Apr-04 |
| OOMLT 2004-3 M8 | 68389FGA6 | 16,000,000 | RMBS Security | Baa2 | A- | 25-Nov-34 | 05-Oct-04 |
| PPSI 2005-WCH1 M9 | 70069FFR3 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jan-36 | 26-Jan-05 |
| PPSI 2005-WHQ1 M9 | 70069FGJ0 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 24-Feb-05 |
| PPSI 2005-WHQ2 M9 | 70069FJC2 | 16,000,000 | RMBS Security | Baa3 | A+ | 25-May-35 | 28-Apr-05 |
| PPSI 2005-WHQ3 M9 | 70069FJX6 | 16,000,000 | RMBS Security | Baa3 | BBB+ | 25-Jun-35 | 26-May-05 |
| RASC 2004-KS6 MII3 | 76110WZZ2 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Jul-34 | 29-Jun-04 |
| RASC 2005-KS1 M6 | 76110WM86 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Feb-35 | 28-Jan-05 |
| RASC 2005-KS2 M5 | 76110WP26 | 16,000,000 | RMBS Security | Baa2 | BBB+ | 25-Mar-35 | 25-Feb-05 |
| RASC 2005-KS3 M10 | 76110WT22 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 08-Apr-05 |
| SABR 2004-NC1 B3 | 81375WAQ9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-34 | 26-Apr-04 |
| SABR 2004-OP1 B3 | 81375WAG1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-34 | 25-Mar-04 |
| SABR 2005-OP1 B2 | 81375WCX2 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Jan-35 | 24-Mar-05 |
| SAIL 2004-7 M7 | 86358EKS4 | 16,000,000 | RMBS Security | Baa3 | BBB | 25-Aug-34 | 25-Jul-04 |
| SAIL 2004-8 M9 | 86358EMH6 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Sep-34 | 25-Aug-04 |
| SAIL 2005-2 M9 | 86358ERJ7 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 25-Feb-05 |
| SAIL 2005-3 M9 | 86358ESD9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Apr-35 | 25-Mar-05 |
| SAIL 2005-5 M9 | 86358ETP1 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Jun-35 | 25-May-05 |
| SAST 2004-1 B2 | 805564PT2 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Mar-35 | 19-Feb-04 |
| SAST 2005-1 B2 | 805564RU7 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-May-35 | 25-Jan-05 |
| SURF 2004-BC1 B2 | 84751PCD9 | 16,000,000 | RMBS Security | Baa3 | BBB- | 25-Feb-35 | 30-Mar-04 |
| SURF 2005-BC1 B2 | 84751PEW5 | 16,000,000 | RMBS Security | Baa2 | BBB | 25-Dec-35 | 07-Mar-05 |
| | | 2,000,000,000 | | | | | |

**APPENDIX A:**

Date: [ ]

From: [ ]
Attn: [ ]
To: Goldman Sachs International
Attn: Documentation Unit

**SUBJECT: SWAP TRANSACTION**

The purpose of this communication is to set forth the terms and conditions of the swap transaction entered into on the Trade Date referred to below (the "Swap Transaction"), between Goldman Sachs International ("Party A") and [ ] (Party B"). This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the 1992 ISDA Master Agreement dated as of [ ], as amended and supplemented from time to time, between Party A and Party B (the "Swap Agreement"). All provisions contained in, or incorporated by reference to, such Swap Agreement shall govern this Confirmation except as expressly modified below.

Party A and Party B each represents that entering into the Swap Transaction is authorized and does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party. Party A and Party B each represents that (i) it is not relying on the other party in connection with its decision to enter into this Swap Transaction, and neither party is acting as an advisor to or fiduciary of the other party in connection with this Swap Transaction regardless of whether the other party provides it with market information or its views; (ii) it understands the risks of the Swap Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; and (iii) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Swap Transaction is appropriate for such party in light of its financial capabilities and objectives.

This Confirmation incorporates the definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Definitions"). In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

The terms of the particular Swap Transaction to which this communication relates are as follows:

**1. General Terms**

| | |
|---|---|
| Trade Date: | [ ] |
| Effective Date: | [ ] |
| Termination Date: | The earliest to occur of (a) the Scheduled Termination Date and (b) the Final Amortization Date |

| | |
|---|---|
| Scheduled Termination Date: | The Legal Final Maturity of the Reference Obligation, subject to adjustment in accordance with the Business Day Convention |
| Final Amortization Date: | The earliest to occur of (a) the date on which the Outstanding Principal Amount of the Reference Obligation is reduced to zero and (b) the date on which the assets securing the Reference Obligation are liquidated, distributed or otherwise disposed |
| Reference Obligation: | The obligation identified as follows:<br>Primary Obligor:<br>Obligation:<br>Legal Final Maturity:<br>Coupon:<br>CUSIP/ISIN:<br>Original Outstanding Principal Amount: |
| Notional Amount: | [ ] |

**2. Party B Initial Payment**

| | |
|---|---|
| Party B Initial Payment: | [ ] |
| Party B Initial Payment Date: | [ ] |

**3. Party A Floating Amounts**

| | |
|---|---|
| Party A Floating Rate Payer Payment Dates: | Each date, from and including the Effective Date to and including the Termination Date, occurring 3 Business Days after any amounts are paid in respect of principal or interest on the Reference Obligation<br><br>Notwithstanding the occurrence of the Termination Date, with respect to amounts due and payable by the Primary Obligor in respect of the Reference Obligation during the term of this Swap Transaction and paid within three months of the termination hereof, the obligation of Party A to pay Party A Floating Amounts shall survive the termination of this Swap Transaction by no more than three months. |
| Party A Floating Rate Amounts: | In respect of each Party A Floating Rate Payer Payment Date, an amount equal to the product of (a) any and all amounts paid in respect of principal or interest (howsoever characterized) on the Reference Obligation and received by the holder or holders of the Reference Obligation 3 Business Days prior to the related Party A Floating Rate Payer Payment Date, multiplied by (b) the Factor. |

| | |
|---|---|
| Factor: | The quotient of (a) the Notional Amount divided by (b) the Original Outstanding Principal Amount of the Reference Obligation |

**4. Miscellaneous**

| | |
|---|---|
| Calculation Agent: | Party A<br><br>For the avoidance of doubt, to the extent that the trustee, servicer, paying agent or other similar entity responsible for calculating payment amounts and providing periodic statements or reports regarding the Reference Obligation to holders of the Reference Obligation, pursuant to an indenture, a trust agreement, a pooling and servicing agreement or other such agreement setting forth the terms of the Reference Obligation (such entity, the "Trustee", any such statement or report, a "Trustee Report" and such agreement or indenture, the "Indenture"), furnishes any Trustee Reports correcting information contained in previously issued Trustee Reports, and such corrections impact calculations pursuant to this Swap Transaction, the calculations relevant to the Swap Transaction shall be adjusted retroactively by the Calculation Agent to reflect the corrected information, and the Calculation Agent shall promptly notify both parties of any corrected payments required of either party. Any required corrected payments shall be made within 5 Business Days of such notification by the Calculation Agent. The obligation of either or both parties to make such required corrected payments shall survive the termination of this Swap Transaction for a period of 360 days. |
| Business Days: | New York and London |
| Business Day Convention: | Following (which shall apply to any date, other than the Effective Date, referred to in this Confirmation that falls on a day that is not a Business Day) |
| No Exposure Required: | For the avoidance of doubt, neither Party A nor Party B is required to have any credit exposure to the Reference Obligation. |

| | | |
|---|---|---|
| Account for Payment to Party A in USD: | Account of: | Goldman Sachs International |
| | Name of Bank: | [ ] |
| | Account No.: | [ ] |
| | Fed ABA No: | [ ] |

Account for Payment to Party B in USD: [ ]

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Swap Transaction by signing in the space provided below and sending a copy of the executed Confirmation by facsimile to [ ].

Very truly yours,

[ ]

By:_____
Name:
Title:

By:_____
Name:
Title:

AGREED & ACCEPTED BY:

GOLDMAN SACHS INTERNATIONAL

By:_____
Name:
Title: