539162

DATE: February 25, 2004

TO: Merrill Lynch International

FROM: AIG Financial Products Corp.

SUBJECT: Credit Derivative Transaction

The purpose of this letter agreement is to confirm the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the "Transaction") between AIG Financial Products Corp. ("AIG-FP") and Merrill Lynch International ("Counterparty"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

This Confirmation is subject to and incorporates the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions (collectively, the "Credit Derivatives Definitions"), as published by the International Swaps and Derivatives Association, Inc. ("ISDA"). In the event of any inconsistency between the Credit Derivatives Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the 1992 ISDA Master Agreement dated as of October 1, 1994, as amended and supplemented from time to time (the "Agreement"), between you and us. Capitalized terms used but not defined in this Confirmation or in the Agreement have the meanings ascribed to them in the Indenture dated on or about February 25, 2004 (the "Indenture") among Independence V CDO, Ltd., Independence V CDO, Inc. and JPMorgan Chase Bank constituting the Reference Obligation.

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

1. **General Terms:**

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| Trade Date: | February 25, 2004. |
| Effective Date: | February 25, 2004. |
| Scheduled Termination Date: | March 6, 2039. |
| Termination Date: | The earliest to occur of: |

(a) the Scheduled Termination Date, unless the Conditions to Settlement have been satisfied within the Notice Delivery Period;

(b) the Optional Termination Date;

(c) the Physical Settlement Date; and

(d) the date on which the outstanding principal balance of the Reference Obligation is reduced to zero or extinguished in full as a result of the limited recourse provisions of the Indenture.

Optional Termination I: Seller shall have the right to terminate the Transaction, in whole only, on the Optional Termination Date following a Materially Adverse Reference Obligation Amendment, and no further amounts shall be payable hereunder by either party in connection with a termination under this paragraph, save for accrued but unpaid amounts outstanding as of the Optional Termination Date (which amounts shall, for the avoidance of doubt, include the Minimum Amount (as defined in the letter agreement between the parties dated the date hereof (the "Structuring Fee Letter")) to the extent then unpaid and payable by Buyer to Seller), and except as provided in Optional Termination II below.

For purposes hereof:

A "Materially Adverse Reference Obligation Amendment" shall be deemed to have occurred in either of the following circumstances:

(A) (i) As soon as reasonably practicable after becoming aware thereof, Buyer notifies Seller of a proposed amendment, modification or supplement to the Indenture in respect of which the Trustee has notified Holders (as defined in the Indenture) having first determined that the Holder of the Reference Obligation would be adversely affected in accordance with Section 8 of the Indenture (the "Proposed Amendment");

(ii) Seller provides (X) a certificate signed by a managing director, or equivalent, stating that the Proposed Amendment will have a material adverse effect on its legal, regulatory, economic, tax or accounting position in respect of this Transaction; and (Y) written notice of its preference in respect of the Proposed Amendment (the "Adverse Amendment Notice"); and

(iii) the Proposed Amendment becomes effective with the Buyer not having acted in accordance with the Adverse Amendment

Notice,

Or,

(B) (i) An amendment, modification or supplement is made to the Indenture by the Trustee in breach of the provisions set out in Section 8 of the Indenture (a "Purported Amendment");

(ii) Promptly upon becoming aware thereof, Buyer notifies Seller of such Purported Amendment and Seller provides (X) written notice of an objection thereto; and (Y) a certificate signed by a managing director, or equivalent, stating that such Purported Amendment will have a material adverse effect on its legal, regulatory, economic, tax or accounting position in respect of this Transaction;

(iii) As a result of such Purported Amendment, Holders have the right (in the reasonable opinion of counsel to Seller, a copy of which shall be provided to Buyer) to pursue a claim for breach of trust against the Trustee;

(iv) Seller provides written notice to Buyer to exercise Buyer's right to pursue or direct a claim against the Trustee (and agrees to indemnify Buyer to Buyer's satisfaction in respect thereof); and

(v) Buyer fails to act in accordance with such written notice as a result of which the claim for breach of trust fails or lapses.

For the avoidance of doubt, Buyer's failure to provide notice to Seller of a Proposed Amendment in time for Seller to comply with the requirements set out in (A)(ii) above prior to the date voting instructions need to be submitted shall not prevent Seller from exercising its option to terminate the Transaction assuming all other requirements are fulfilled.

Both Buyer and Seller agree that they will use their best endeavours to co-operate in good faith by, *inter alia*, providing timely notifications to each other in accordance with this paragraph, to ensure that voting rights and other rights of action pertaining to a Holder of the Reference Obligation are capable of being

exercised.

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| Optional Termination II: | If:<br><br>(x) a Materially Adverse Reference Obligation Amendment has occurred solely pursuant to Clause (A) of the definition thereof,<br><br>(y) Buyer or its transferee has acted in accordance with Seller's Adverse Amendment Notice described in Clause (A)(ii) of the definition of Materially Adverse Reference Obligation Amendment, and Buyer has provided written evidence of its or such transferee's vote, consent or other action in connection with such amendment, and<br><br>(z) despite the action of Buyer or its transferee, as the case may be, the final vote of the Holders of the Reference Obligation in respect of such Amendment is a result that is contrary to the wishes of Seller, then<br><br>Seller shall be entitled to declare by notice to the Buyer, within five (5) Business Days of the effective date of such vote, consent or other action, that a Termination Event has occurred with respect to this Transaction and that this Transaction shall be terminated on the Optional Termination Date to be specified in such notice. In the event that such a Termination Event is declared, a termination payment in respect of this Transaction shall be determined pursuant to Section 6(e) of the Agreement with Seller as the Affected Party and Second Method and Market Quotation applying. |
| Optional Termination Date: | Any date specified as such in an irrevocable written notice from Seller to Buyer delivered at least 5 Business Days prior to such date, falling on or after the Effective Date and prior to the Scheduled Termination Date, provided that such Optional Termination Date shall in no event be more than 10 Business Days following the effective date of the relevant Materially Adverse Reference Obligation Amendment. |
| Floating Rate Payer: | AIG-FP (the "Seller"). |
| Fixed Rate Payer: | Counterparty (the "Buyer"). |

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| Calculation Agent: | Buyer. |
| Calculation Agent City: | New York. |
| Business Day(s): | New York and London; provided that for the purpose of determining the Physical Settlement Date, such date must also be a Business Day in any jurisdiction on which financial institutions must be open in order to effect Delivery of the Deliverable Obligation |
| Business Day Convention: | Following (which, subject to Section 1.4 and 1.6 of the Credit Derivatives Definitions, shall apply to any date referred to in this Confirmation, that falls on a day that is not a Business Day). |
| Reference Entity: | Independence V CDO, Ltd. and any successor to such entity succeeding to the obligations of Independence V CDO, Ltd, in accordance with the terms of the Reference Obligation. |
| Reference Obligation: | The obligation identified as follows: |

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|---|---|
| Primary Obligor: | Independence V CDO, Ltd. and Independence V CDO, Inc. |
| Tranche: | Class A-1 First Priority Senior Secured Floating Rate Notes. |
| Maturity: | March 6, 2039 |
| Coupon: | Three month LIBOR plus 0.40 percent. |
| CUSIP: | 4543PAA3 |
| Original Issue Amount: | US $396,000,000 |

Sections 2.2(d), 2.27, 2.30 and 2.31 of the Credit Derivatives Definitions shall not apply to this Transaction.

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| All Guarantees: | Not Applicable. |

2. **Fixed Payments:**

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| Fixed Rate Payer Calculation Amount: | For any day, U.S. $121,000,000 multiplied by the Notional Adjustment Ratio for such day. |

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| | **"Notional Adjustment Ratio"** means, for any day, the Reference Obligation Principal Balance for such day divided by the Initial Reference Obligation Principal Balance.<br><br>**"Initial Reference Obligation Principal Balance"** means U.S. $396,000,000.<br><br>**"Reference Obligation Principal Balance"** means, for any day, the then outstanding principal balance of the Reference Obligation, after giving effect to any Principal Payments actually received by the holders of the Reference Obligation on and prior to that day. |
| Fixed Rate Payer Payment Dates: | The second Business Day following March 6, June 6, September 6 and December 6 of each year, commencing on June 6, 2004 and ending on the earlier to occur of the Termination Date and any Event Determination Date. |
| Fixed Amount: | On each Fixed Rate Payer Payment Date, the aggregate of the Fixed Rate Payer Calculation Amounts on each date in the Calculation Period, divided by the number of days in such period, multiplied by (i) the Fixed Rate and (ii) the Fixed Rate Day Count Fraction. |
| Fixed Rate: | As set forth in the Annex attached hereto. |
| Fixed Rate Payer Calculation Period(s): | Each Periodic Interest Accrual Period in respect of the Reference Obligation. |
| Fixed Rate Payer Period End Date(s): | The last day of each Periodic Interest Accrual Period. |
| Fixed Rate Day Count Fraction: | Actual/360 |
| Structuring Fee; Additional Payments: | Counterparty shall pay to AIG-FP the structuring fee payable pursuant to the Structuring Fee Letter on the dates and in the amounts specified therein. The parties agree that payments under the Structuring Fee Letter shall be treated as payments owed under this Transaction for all purposes under the Swap Agreement and that in the event this Transaction terminates amounts owed by Counterparty to AIG-FP under the Structuring Fee Letter shall be treated as Unpaid Amounts. |

3. **Floating Payments:**

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|---|---|---|
| Floating Rate Payer Calculation Amount: | Fixed Rate Payer Calculation Amount. | |
| Conditions to Settlement: | Credit Event Notice Notifying Party: | Buyer or Seller |
| | Notice of Physical Settlement | |
| | Notice of Publicly Available Information: | Applicable |
| | Public Source(s): | Public Sources and Trustee Reports |
| | Specified Number: | One |
| | Trustee Report: | A copy of a notice from the Trustee that confirms the determination that the Credit Event referred to in the Credit Event Notice has occurred. |

Credit Events:

The following Credit Event shall apply to this Transaction:

Failure to Pay; provided, however, that notwithstanding Section 4.5 of the Credit Derivatives Definitions, Failure to Pay shall mean any failure by the Reference Entity to pay in full to holders of the Reference Obligation when and where due, any payments, whether by way of principal or interest, due (or which would have been due but for the insufficiency of available funds or before taking account of the limited recourse provisions of the Indenture which purport to extinguish any liability to pay any amounts in respect of the Reference Obligation), whether on a scheduled payment date, as a result of an acceleration, early redemption or otherwise, on the Reference Obligation.

Grace Period Extension: Not Applicable

Payment Requirement: Not Applicable.

Obligation:

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| Obligation Category: | Reference Obligation only. |
| Obligation Characteristics: | Not Applicable. |
| Excluded Obligations: | Not Applicable. |

4. **Settlement Terms:**

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| Settlement Method: | Physical Settlement |
| Settlement Currency: | USD. |
| Physical Settlement Period: | As per Section 8.6 of the Credit Derivatives Definitions, provided that such period shall not exceed 30 Business Days. |

Deliverable Obligations:

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|---|---|
| Deliverable Obligation Category: | Reference Obligations only. |
| Deliverable Obligation Characteristics: | Not Applicable. |
| Excluded Deliverable Obligations: | Not Applicable. |
| Partial Cash Settlement Due to Impossibility or Illegality: | Applicable, in accordance with the provisions contained in Section 9.3 of the Credit Derivatives Definitions. |
| Partial Cash Settlement of Consent Required Loans: | Not Applicable. |
| Partial Cash Settlement of Assignable Loans: | Not Applicable. |
| Partial Cash Settlement of Participations: | Not Applicable. |
| Escrow: | Not Applicable. |

5. **Credit Support Annex:**

Notwithstanding anything to the contrary in the Credit Support Annex to the Agreement entered into between the parties hereto and dated as of December 16, 2003 (the "Credit Support

Annex"), "Exposure" solely for this Transaction shall be determined in accordance with the following formula:

$$OPB * (Max [0, [100\% - MV] - T] + IAP)$$

Where:

"**OPB**" means the Fixed Rate Payer Calculation Amount on the relevant Valuation Date (as defined in the Credit Support Annex);

"**MV**" means the market value of the Reference Obligation on the relevant Valuation Date (expressed as a percentage of par) as determined by the Calculation Agent;

"**T**" means the "Threshold Amount Percentage" as set forth in the table below and based on the rating of AIG-FP on the relevant Valuation Date and the rating of the Reference Obligation on such Valuation Date;

"**IAP**" means the "Independent Amount Percentage" as set forth in the table below and based on the rating of AIG-FP on the Valuation Date and the rating of the Reference Obligation on such Valuation Date;

| | | AIG-FP Rating[1] | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Aaa/ AAA | Aa1/ AA+ | Aa2/ AA | Aa3/ AA- | A1/ A+ | A2/ A | A3/ A- | Baa1/ BBB+ |
| Reference Obligation Rating[2] | Aaa/ AAA[3] | 12%[4]/ 0%[5] | 8%[4]/ 0%[5] | 8%[4]/ 0%[5] | 6%[4]/ 0%[5] | 4%[4]/ 0%[5] | 2%[4]/ 0%[5] | 0%[4]/ 0%[5] | 0%[4]/ 5%[5] |
| | Aa/ AA[3] | 8%[4]/ 0%[5] | 8%[4]/ 0%[5] | 8%[4]/ 0%[5] | 6%[4]/ 0%[5] | 3%[4]/ 0%[5] | 0%[4]/ 0%[5] | 0%[4]/ 2%[5] | 0%[4]/ 5%[5] |
| | A/ A[3] | 7%[4]/ 0%[5] | 6%[4]/ 0%[5] | 6%[4]/ 0%[5] | 3%[4]/ 0%[5] | 0%[4]/ 0%[5] | 0%[4]/ 2%[5] | 0%[4]/ 5%[5] | 0%[4]/10%[5] |
| | Baa1/ BBB+ | 6%[4]/ 0%[5] | 5%[4]/ 0%[5] | 5%[4]/ 0%[5] | 0%[4]/ 0%[5] | 0%[4]/ 2%[5] | 0%[4]/ 5%[5] | 0%[4]/ 10%[5] | 0%[4]/ 25%[5] |

[1]. The lower of the S&P Rating and the Moody's Rating.
[2]. The lower of the S&P Rating and the Moody's Rating.
[3]. The ratings category of Moody's and S&P respectively.
[4]. Threshold Amount Percentage.
[5]. Independent Amount Percentage.

"**Moody's Rating**" means (i) with respect to AIG-FP, the rating then assigned by Moody's to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of AIG-FP and (ii) with respect to the Reference Obligation, the ratings then assigned by Moody's to such security; and

"**S&P Rating**" means (i) with respect to Party A, the rating then assigned by S&P to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of AIG-FP

and (ii) with respect to the Reference Obligation, the ratings then assigned by S&P to such security.

6. **Additional Covenants:**

To the extent it is holding the Reference Obligation, Counterparty will provide AIG-FP with notice of each payment of principal and interest paid by or on behalf of the Reference Entity with respect to the Reference Obligation as soon as reasonably practicable after each such payment is received.

7. **Notice and Account Details:**

Contact Details for Notices for Seller:

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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<br>at the above address) |
| Facsimile No.: | (203) 222-4780 Telephone No.: (203) 222-4700 |

Contact Details for Notices for Counterparty:

| | |
|---|---|
| Address: | Merrill Lynch International<br>2 King Edward Street<br>London EC1A 1HQ |
| Attention: | Manager, Fixed Income Settlements |
| Facsimile No.: | +44 207 867 2004 |
| Telephone No.: | +44 207 867 3769 |

Copy to:

Merrill Lynch & Co.
4 World Financial Center
18th Floor
New York, New York 10080
Attn: Alan Levy

Copy to:

Global Markets and Investment Banking Counsel
Merrill Lynch & Co.
4 World Financial Center
New York, New York 10080
Attn: Swaps Legal

Account Details for Seller:

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| AIG-FP: | The Bank of New York, New York<br>CHIPS ABA 001<br>ABA#: 021000018<br>SWIFT IRVTUS3N<br>A/C: AIG Financial Products<br>A/C #: 8900416084<br>UID 298453 |
| AIGFP Settlements: | Carmine Paradiso/Joanne Dulka<br>Wilton, Connecticut<br>Tel: 203-221-4805<br>Fax: 203-222-4780 |

Account Details for Buyer:

Deutsche Bank Trust Americas, New York, NY

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|---|---|
| FAO: | Merrill Lynch International, London |
| Account Number: | 00-882277 |
| ABA: | 021001033 |

8. **Offices:**

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| Buyer: | London |
| Seller: | New York |

9. **Tax Disclosure Terms**

Notwithstanding the foregoing, it is hereby agreed that any party to this Transaction (and any employee, representative, or other agent of any party to this Transaction) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure. Each of the parties further acknowledges and agrees that: (i) the disclosure of the tax treatment or the tax structure of the Transaction is not limited in any manner by express or implied understanding or agreement, oral or written, whether or not such understanding or agreement is legally binding; and (ii) it does not know or have reason to know that its use or disclosure of the information relating to the tax treatment or tax structure of the Transaction is limited in any other manner, such as where the Transaction is claimed to be proprietary or exclusive, for the benefit of any person.

10. **No Actual Loss Required**

The parties acknowledge and agree that, with respect to this Transaction, (i) the Buyer is not required to own, hold, or control the Reference Obligation or any interest therein, (ii) the obligation of the Seller to pay any amount hereunder is not contingent on whether or not the Buyer has suffered a loss or is exposed to the risk of loss on the Reference Obligation upon the occurrence of a Credit Event or the risk of loss with respect to the Reference Entity generally and (iii) in the event that the Buyer, on the Effective Date or on any later date, owns the Reference Obligation (or any portion thereof), it may in its sole discretion determine whether to retain, sell or otherwise dispose of the Reference Obligation (or portion thereof).

11. **Additional Provisions:**

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| Governing Law: | New York. |
| Termination Currency: | USD |
| Credit Support Documents: | The Guarantee of the Credit Support Provider of AIG-FP. |
| Additional Representations: | Each of the parties hereto represents and warrants to the other that (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary, (ii) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction, (iii) no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction, (iv) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of the Transaction and it is also capable of assuming, and assumes, the risks of this Transaction, and (v) the other party is not acting as a fiduciary for, or an adviser to, it in respect of this Transaction. |

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Transactions by signing in the space provided below and returning a copy of the executed Confirmation to us by facsimile transmission on 203-222-4780, Attention: Carmine Paradiso or Joanne Dulka; telephone: 203-221-4805.

It has been a pleasure working with you on this Transaction, and we look forward to working with you again in the future.

Yours sincerely,

AIG Financial Products Corp.

By: _____
Name: Kathleen M. Furlong
Title: Vice President, Chief Financial Officer and Treasurer
Date:

Agreed and Accepted as of the date first written below:

Merrill Lynch International

By: _____
Name:
Title:
Date:

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Transactions by signing in the space provided below and returning a copy of the executed Confirmation to us by facsimile transmission on 203-222-4780, Attention: Carmine Paradiso or Joanne Dulka; telephone: 203-221-4805.

It has been a pleasure working with you on this Transaction, and we look forward to working with you again in the future.

Yours sincerely,

AIG Financial Products Corp.

By: _____
Name:
Title:
Date:

Agreed and Accepted as of the date first written below:

Merrill Lynch International

By: _____
Name:
Title: ANGELINA LOPES
Date: AUTHORIZED SIGNATORY

## ANNEX

| FIXED RATE PAYER PAYMENT DATE | FIXED RATE |
|---|---|
| Each Fixed Rate Payer Payment Date occurring on or prior to the first anniversary of the Effective Date | 0.025 per cent per annum |
| Each Fixed Rate Payer Payment Date occurring after the first anniversary of the Effective Date and falling on or prior to the second anniversary of the Effective Date | 0.055 per cent per annum |
| Each Fixed Rate Payer Payment Date occurring after the second anniversary of the Effective Date and falling on or prior to the third anniversary of the Effective Date | 0.075 per cent per annum |
| Each Fixed Rate Payer Payment Date occurring after the third anniversary of the Effective Date and falling on or prior to the fourth anniversary of the Effective Date | 0.095 per cent per annum |
| Each Fixed Rate Payer Payment Date occurring after the fourth anniversary of the Effective Date | 0.105 per cent per annum |