**EXECUTION COPY**

721695

**CONFIRMATION**

DATE: December 15, 2005

TO: Goldman Sachs International

FROM: AIG Financial Products Corp.

SUBJECT: Credit Derivative Transaction; Class A-1 Notes

REF. NUMBER: BUUQ51140

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 Goldman Sachs International ("Counterparty"). The time at which this Transaction was entered into is available on request. If you have any questions regarding this Transaction please contact Jake Sun, Counsel, AIG Financial Products Corp. 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 such Definitions (as so supplemented, the "Credit Derivatives Definitions"), as published by the International Swaps and Derivatives Association, Inc. ("ISDA").

This Confirmation supplements, forms 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 "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 as of December 15, 2005 (the "Indenture"), among Sherwood Funding CDO II, Ltd. ("Issuer"), Sherwood Funding CDO II, Corp. ("Co-Issuer") and JPMorgan Chase Bank, National Association ("Trustee"), as the context may require.

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

1. **General Terms:**

| | |
|---|---|
| Trade Date: | December 15, 2005. |
| Effective Date: | December 15, 2005. |
| Scheduled Termination Date: | October 5, 2045. |
| Termination Date: | The earliest to occur of: (i) the Scheduled Termination Date, (ii) the Optional Termination Date or (iii) the date on which the Notional Amount has amortized to zero due to repayments of principal on the Reference |

Obligation, subject, in each case, to the Following Business Day Convention; provided, that the Termination Date shall be subject to Sections 3.4, 8.4, 9.2(c)(ii), 9.3 and 9.8 of the Credit Derivatives Definitions if and to the extent applicable. For the avoidance of doubt, no termination payments (which for the avoidance of doubt shall exclude any Unpaid Amounts including, without limitation, any Makewhole to Seller) shall be due by either party in connection with a termination of this Transaction pursuant to the designation of an Optional Termination Date (other than any Makewhole to Buyer payable by the Seller to the Buyer in connection with such Optional Termination Date).

| | |
|---|---|
| Floating Rate Payer: | AIG-FP (the "Seller"). |
| Fixed Rate Payer: | Counterparty (the "Buyer"). |
| Calculation Agent: | Buyer and Seller, acting jointly. |
| Calculation Agent City: | New York. |
| Business Day(s): | New York, London, and the city in which the Corporate Trust Office (as defined in the Indenture) is located, as notified by Buyer; provided that (i) 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 Settlement of the Deliverable Obligation being Delivered and (ii) for the purpose of determining Fixed Rate Payer Payment Dates for each Transaction, Business Days shall be New York only. As of the Effective Date, the Corporate Trust Office is located in Houston, Texas. |
| Business Day Convention: | Following (which, subject to Section 1.4 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: | Sherwood Funding CDO II, Ltd. |
| Reference Obligation: | Primary Obligor: Sherwood Funding CDO II, Ltd.<br>Class: Class A-1 Notes<br>Maturity: October 5, 2045.<br>Coupon: LIBOR (as defined in the Indenture) + 0.275%.<br>CUSIP/ISIN: 82437XAA6/ USG8099UAA90 |
| | Original Issue Amount: USD 322,500,000 |

| | |
|---|---|
| Reference Price: | 100% plus accrued interest as of the Settlement Date (expressed as a percentage). |
| All Guarantees: | Not Applicable. |
| Notional Amount: | On any date, the product of (i) (x) the aggregate principal amount of Class A-1 Notes issued under the Indenture from and including the Effective Date excluding any Class A-1 Notes issued pursuant to Section 2.9 of the Indenture, unless otherwise agreed upon by the parties, minus USD 250,000 *divided* by (y) the aggregate principal amount of Class A-1 Notes issued under the Indenture from and including the Effective Date, in each case, without giving effect to any repayments of principal by the Reference Entity in respect of the Reference Obligation and (ii) the aggregate unpaid principal amount of the Reference Obligation outstanding on such date, after giving effect to any repayments of principal by the Reference Entity in respect of the Reference Obligation on and prior to such date; provided, that, the Notional Amount shall not exceed USD 322,250,000 (minus any repayment of principal) unless agreed in writing by AIG-FP. For the avoidance of doubt, on the Effective Date the Notional Amount is equal to USD 322,250,000. |

2. **Fixed Payments:**

| | |
|---|---|
| Fixed Rate Payer Calculation Amount: | The average of the Notional Amount outstanding on each day during the related Fixed Rate Payer Calculation Period. |
| Fixed Rate Payer Payment Date: | The 5th day of January, April, July and October of each year, commencing April 5, 2006, up to and including the Termination Date, subject to adjustment in accordance with the Following Business Day Convention. |
| Fixed Rate: | 0.10% |
| Fixed Rate Day Count Fraction: | Actual/360 |
| Modification of Fixed Rate Payer Calculation Period: | Clause (b) of Section 2.9 of the Credit Derivatives Definitions is modified by replacing the words "the earlier to occur of the Scheduled Termination Date and the Event Determination Date" with "the earliest to occur of the Scheduled Termination Date, the Optional Termination Date and the Event Determination Date". |

3. **Makewhole to Seller:** Upon the termination of the Transaction for any reason, whether on or prior to the Scheduled Termination Date, Counterparty shall pay to AIG-FP a single payment representing the minimum aggregate Fixed Amounts for the Transaction (the "Makewhole to Seller") equal to the positive difference if any between (i) USD 870,480 and (ii) the sum of all amounts paid to AIG-FP as Fixed Payments pursuant to Section 2 of this Confirmation. The parties agree that the Makewhole to Seller shall be treated as Unpaid Amounts and not as a termination payment.

4. **Floating Payments**:

Floating Rate Payer Calculation Amount: As of the Physical Settlement Date, an amount equal to the Notional Amount on such date.

Conditions to Settlement: Credit Event Notice
Notifying Party: Buyer or Seller

Notice of Physical Settlement

Notice of Publicly Available Information: Applicable, except as hereinafter provided.

Public Source(s): As per Section 3.7 of the Credit Derivatives Definitions

Specified Number: Two

Notwithstanding anything herein to the contrary, a Trustee Report relating to the Reference Obligation delivered to Seller shall constitute satisfactory notice of the occurrence of a Credit Event. Accordingly, delivery of such a report shall obviate any and all requirements hereunder relating to Publicly Available Information.

Credit Events:

The following Credit Event shall apply to the Transaction:

Failure to Pay; provided, that the occurrence of such a Failure to Pay shall be determined without regard to the effect of any provisions in the Reference Obligation that permit the limitation of due payments or distributions of funds in accordance with the terms of such Reference Obligation or, that provide for the extinguishing or reduction of such payments or distributions.

Grace Period Extension: Not Applicable

Payment Requirement: USD 10,000.

Obligation:

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

5. **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: | Include Accrued Interest |
| Deliverable Obligation Category: | Reference Obligations only. |
| Deliverable Obligation Characteristics: | Not Applicable. |
| Excluded Deliverable Obligations: | Not Applicable. |

Amended RO Provisions:

Subject to the last sentence of paragraph (B) under "Optional Termination Date" herein, for purposes hereof, an Amended Reference Obligation will not constitute a Deliverable Obligation under this Transaction, unless (i) holders of a principal amount of the Reference Obligation equal to the Notional Amount of this Transaction (whether Buyer and its transferees or, if Buyer is not a holder of the Reference Obligations, Buyer's transferees, the "Reference Holders"), exercised the action or inaction in a manner consistent with the preference of Seller as notified to Buyer with respect to the required consent, agreement, vote or approval and (ii) Buyer has provided Seller reasonably acceptable evidence in respect thereof. The Seller's failure to provide to Buyer notice of its preference to a proposed action or inaction that may result in an Amended Reference Obligation) within 5 Business Days of notice by Buyer to Seller of such proposed action or inaction shall render this paragraph void for purposes of such action or inaction and any Amended Reference Obligation resulting from such action or inaction shall also constitute a Deliverable Obligation; provided that such notice by Buyer to Seller is deemed effective on any date which is prior to the later of (A) the date which is 6 Business Days prior to the last date available to a holder of the Reference Obligation for exercise of the action or inaction under the terms of the Reference Obligation and (B) one Business Day after the date on which holders of the Reference Obligation received notice of such proposed action or

inaction under the terms of the Reference Obligation. For the avoidance of doubt, each notice hereunder will be deemed effective pursuant to Section 12(a) of the Agreement.

"Amended Reference Obligation" shall mean the Reference Obligation following any amendment, or modification of, variation to, or waiver or consent under, the Reference Obligation with the required consent, agreement, vote or approval of the Reference Holders in accordance with the Indenture, in each case, to the extent such amendment, modification, variation, waiver or consent is approved or otherwise caused to be effected in contravention of the preference of Seller as notified to Buyer.

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.

6. **Collateral Terms:**

Notwithstanding anything to the contrary in the Credit Support Annex, the definition of "Exposure" for purposes of the Credit Support Annex solely in respect of this Transaction shall be determined in accordance with the following formula:

Exposure = OPB * Max [0, [100% – MV] – T]

Where:

OPB = the outstanding principal balance of the Reference Obligation on the relevant Valuation Date (as defined in the Credit Support Annex).

MV = the market value of the Reference Obligation on the relevant Valuation Date (expressed as a percentage of par) as determined by the Calculation Agent; provided that if the parties acting as joint Calculation Agent cannot agree on the market value, market value will be determined based on the average of mid-market quotations from five dealers chosen by the Calculation Agent disregarding the highest and lowest quotations.

T = the "Threshold Amount Percentage", as set forth in the table below based on the Seller Rating on the relevant Valuation Date.

| | Seller Rating[1] | | | | |
|---|---|---|---|---|---|
| | Aaa/AAA[2] | Aa1/AA+ | Aa2/AA | Aa3/AA- | A1/A+ or below |

| Threshold Amount Percentage | 6% | 4% | 4% | 4% | 0% |
|---|---|---|---|---|---|

1. The lower of the S&P Rating and the Moody's Rating.
2. The ratings category of Moody's and S&P, respectively.

"Moody's Rating": with respect to Seller, the rating then assigned by Moody's to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Seller.

"S&P Rating": with respect to Seller, the rating then assigned by S&P to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Seller.

7. **Notice and Account Details:**

Contact Details for Notices:

Address: AIG Financial Products Corp.
50 Danbury Road
Wilton, CT 06897-4444

Attention: Chief Financial Officer
(with a copy to the General Counsel
at the above address)

Facsimile No.: (203) 222-4780 Telephone No.: (203) 222-4700

Counterparty: Goldman Sachs International
Peterborough Court, 133 Fleet Street
London EC4 2BB
Attention: Credit Derivative Operations
Telephone No.: 212-357-2610
Fax No.: 212-428-9189

with a copy to:

Goldman Sachs & Co.
Legal Dept. (Credit Derivatives)
One New York Plaza
New York, NY 10004
Fax No.: 212-428-3697

(All correspondence to include the GS Reference Number specified on the first page of this Confirmation)

Account Details:

AIG-FP: The Bank of New York, New York
CHIPS ABA 001
ABA#: 021000018
SWIFT IRVTUS3N

A/C: AIG Financial Products
A/C #: 8900416084
UID 298453

Counterparty: Goldman Sachs International
Name of Bank: Citibank. N.A. New York
Account No:40616408
Fed ABA No.021000089

AIGFP Settlements:

Carmine Paradiso/Joanne Dulka
Wilton, Connecticut
Tel: 203-221-4805
Fax: 203-222-4780

Counterparty Settlements: Inquiries regarding payments and/or rate resetting only:

Goldman Sachs International
Peterborough Court, 133 Fleet Street
London EC4 2BB
Attention: Credit Derivative Operations
Telephone No.: 212-357-2610
Fax No.: 212-428-9189

8. **Additional Provisions:**

| | |
|---|---|
| Governing Law: | New York. |
| Termination Currency: | USD |
| Documentation: | The Agreement. |
| 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 judgment 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.

Seller acknowledges and agrees that (i) Buyer does not make or will not make any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information provided by Buyer to Seller hereunder with respect to the Reference Obligation and in any further information, notice or other document relating to the Reference Obligation which may at any time be supplied in connection with this Transaction and accepts no responsibility or liability therefor and (ii) any and all information provided by Buyer to Seller hereunder with respect to the Reference Obligation is not being furnished by Buyer in the capacity of an underwriter or dealer of the Reference Obligation and Buyer accepts no responsibility or liability therefor.

Optional Termination Date: The earlier to occur of (A) or (B):

(A) Any date falling on or after the occurrence of an Adverse RO Event and irrevocably designated by Seller to Buyer by not less than 10 Business Days' prior written notice (which may be by facsimile) as an Optional Termination Date. On or after an Optional Termination Date designated pursuant to this clause (A), Seller and Buyer shall have no further payment or delivery obligations in respect of this Transaction (under Section 6(e) of the Agreement or otherwise) other than in respect of the Makewhole to Buyer payable by Seller to Buyer.

(B) Any date which is (i) after the date on which an Amended Reference Obligation no longer constitutes a Deliverable Obligation pursuant to the Amended RO Provisions set forth in Deliverable Obligations above (such date, an "Amended RO Date"), and (ii) prior to the date which is 15 Business Days after such Amended RO Date and (iii) irrevocably designated by Seller to Buyer by not less than 2 Business Days' prior written notice (which may be by facsimile) as an Optional Termination Date. On or after an Optional

Termination Date designated pursuant to this clause (B), Seller and Buyer shall have no further payment or delivery obligations in respect of this Transaction (under Section 6(e) of the Agreement or otherwise). To the extent the Seller has the right to designate an Optional Termination Date pursuant to this clause (B) but does not exercise such right prior to the date which is 15 Business Days after the relevant Amended RO Date, the Amended Reference Obligation related to such Amended RO Date shall no longer be deemed to be an Amended Reference Obligation and shall thereon constitute a Reference Obligation which is a Deliverable Obligation.

"Adverse RO Event" means that notwithstanding Reference Holders exercising the action or inaction in a manner consistent with the preferences of Seller as notified to Buyer with respect to any required consent, agreement, vote or approval of the Reference Holder (such action or inaction as agreed by Seller, the "Seller Response"), the action or inaction actually taken by the Trustee (as defined in the Indenture with respect to the Reference Obligation) acting pursuant to the terms of the Indenture thereof is inconsistent with the Seller Response.

Makewhole to Buyer:

On the Optional Termination Date, Seller shall pay to Buyer an amount (the "Makewhole to Buyer") equal to the sum of the Reference Obligation Payment and the Present Value Payment.

"Reference Obligation Payment" means an amount (which may be a positive or negative number) equal to the Notional Amount minus the market value of Reference Obligation having a principal amount equal to the Notional Amount, as reasonably determined by the Buyer; to the extent Seller disputes Buyer's determination then such market value will be determined by Buyer using the highest firm bid price procured by Buyer through an auction of three dealers of the Reference Obligation or two dealers if three are not available. If only one dealer is available, the firm bid price of such dealer shall be used. If no dealer is available, the market value of the Reference Obligation shall be deemed to be zero.

"Present Value Payment" means an amount equal to the present value, reasonably determined by Buyer as of the Optional Termination Date, of 17.5 basis points payable on the Notional Amount on each Fixed Rate Payer Payment Date (the "Calculation Amount") occurring after the Optional Termination Date and on or before the

Payment Date in January 2014. For the purpose of such calculation, the Notional Amount on each scheduled Fixed Rate Payer Payment Date shall be equal to (x) the applicable amortization percentage for such Fixed Rate Payer Payment Date set forth in the amortization schedule attached as Annex A multiplied by (y) the outstanding principal amount of the Reference Obligations on the Effective Date. Each such Calculation Amount shall be discounted from the corresponding Fixed Rate Payer Payment Date to the Optional Termination Date at a rate equal to LIBOR plus zero spread.

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: Adam E. Budnick
Title: Vice President

Agreed and Accepted:
GOLDMAN SACHS INTERNATIONAL

By: _____
Name:
Title:

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:

Agreed and Accepted:
GOLDMAN SACHS INTERNATIONAL

By:_____
Name:
Title:

[Sherwood II CDS Confirmation]

NYLIB5 877020.6

## Annex A

| Period Commencing | Applicable Amortization Percentage |
|---|---|
| December 15, 2005 | 100.00% |
| April 5, 2006 | 100.00% |
| July 5, 2006 | 100.00% |
| October 5, 2006 | 100.00% |
| January 5, 2007 | 100.00% |
| April 5, 2007 | 100.00% |
| July 5, 2007 | 100.00% |
| October 5, 2007 | 100.00% |
| January 5, 2008 | 100.00% |
| April 5, 2008 | 100.00% |
| July 5, 2008 | 100.00% |
| October 5, 2008 | 100.00% |
| January 5, 2009 | 100.00% |
| April 5, 2009 | 100.00% |
| July 5, 2009 | 100.00% |
| October 5, 2009 | 100.00% |
| January 5, 2010 | 100.00% |
| April 5, 2010 | 96.35% |
| July 5, 2010 | 91.83% |
| October 5, 2010 | 87.81% |
| January 5, 2011 | 84.09% |
| April 5, 2011 | 80.18% |
| July 5, 2011 | 76.27% |
| October 5, 2011 | 72.25% |
| January 5, 2012 | 67.58% |
| April 5, 2012 | 63.52% |
| July 5, 2012 | 59.61% |
| October 5, 2012 | 56.59% |
| January 5, 2013 | 53.39% |
| April 5, 2013 | 49.63% |
| July 5, 2013 | 45.54% |
| October 5, 2013 | 33.37% |
| January 5, 2014 and thereafter | 0.00% |