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Goldman Sachs

THIRD REVISED CONFIRMATION

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| DATE: | August 8, 2005 |
| TO: | AIG Financial Products Corp. |
| FROM: | Goldman Sachs International |
| RE: | ABACUS 2004-1 Credit Default Swap Transaction |
| Reference No.: | NUUQ505GJ0030000A00 |

Ladies and Gentlemen:

The purpose of this **third revised** 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 supersedes and replaces all prior communications between the parties hereto with respect to the Transaction described below.** 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 2004-1 Class A 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 2004-1 Class A Notes**" means the obligations that have been co-issued by ABACUS 2004-1, Ltd. and ABACUS 2004-1, Inc., pursuant to an indenture dated July 1, 2004, and with a original principal amount of USD 125,000,000, CUSIP 002550AA9, 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 125,000,000 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 remained constant 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 and must have a credit rating that, in the opinion of Goldman would enable Goldman 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: | May 26, 2005 |
| Effective Date: | June 8, 2005 |
| Scheduled Termination Date: | July 28, 2044 |
| 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: | $1,760,000,000 |
| Attachment Point: | 12% |
| 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) after the Notional Reinvestment Period, 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 sum of (1) the ICE Senior Threshold Differential and (2) the ICE Outstanding Swap Notional Amount Differential.

Initial Senior Threshold Amount:

The product of (a) the Initial Reference Portfolio Notional Amount and (b) the difference between (i) 100% and (ii) the Exhaustion Point

Senior Threshold Amount:

On the Effective Date, the Initial Senior Threshold Amount. Following the Effective Date, the Senior Threshold Amount will be:

(i) five Business Days following each Calculation Date, decreased by an amount equal to the lesser of (a) the aggregate Reference Obligation Recovery Amount determined on such Calculation Date and (b) the Senior Threshold Amount immediately prior to such determination;

(ii) five Business Days following each Calculation Date, decreased by an amount equal to the greater of (a)(1) the aggregate Loss Amount determined on the related Calculation Date *less* (2) the sum of (A) the Loss Threshold Amount immediately prior to such determination and (B) the Outstanding Swap Notional Amount immediately prior to such determination, and (b) zero;

(iii) after the Notional Reinvestment Period, 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 aggregate Reference Obligation Amortization Amount determined on such date and (b) the Senior Threshold Amount immediately prior to such determination;

(iv) 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 equal to the lesser of (i) the Write-up Amount on such date and (ii) the ICE Senior Threshold Differential.

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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 2004-1 Notes, the then-current trustee for the ABACUS 2004-1 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, including each Reference Entity related to a Replacement Reference Obligation added to the Reference Obligation Registry following the Effective Date in accordance with the terms and conditions of this Transaction 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**"). |
| Reference Obligation: | With respect to each Reference Entity, the obligation listed opposite such Reference Entity in the Reference Obligation Registry on the Effective Date including each Replacement Reference Obligation added to the Reference Obligation Registry following the Effective Date in accordance with the terms and conditions of this Transaction (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. |

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| 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 |
| Notional Reinvestment Period: | The period from the Effective Date to and including the Business Day immediately preceding the March, 2010 Payment Date. |
| Modifications to the Reference Portfolio: | During the Notional Reinvestment Period, subject to the satisfaction of the Replacement Reference Obligation Eligibility Criteria, the Reference Portfolio Profile Constraints and the Replacement Reference Obligation Notional Constraints (in each case as determined by the Calculation Agent): |

(i) upon the redemption or amortization, in whole or in part, of a Reference Obligation (an "**Amortized Reference Obligation**", and the principal amount of such redemption or amortization (or, if such Amortized Reference Obligation is not denominated in Dollars, the product of (a) the principal amount of such redemption or amortization denominated in such other currency and (b) the applicable Notional Foreign Exchange Rate), the "**Reference Obligation Amortization Amount**")), Goldman may, in its sole discretion, at any time during the Notional Reinvestment Period, select one or more Replacement Reference Obligations for inclusion in the Reference Portfolio; and

(ii) Goldman may, in its sole discretion, select one or more Reference Obligations (each such Reference Obligation, a "**Substituted Reference Obligation**" and the Reference Obligation Notional Amount of any such Substituted Reference Obligation, the "**Reference Obligation Substitution Amount**") to be removed from the Reference Portfolio and, on the same day of such removal, substitute one or more Replacement Reference Obligations for inclusion in the Reference Portfolio.

Upon any proposed inclusion pursuant to paragraph (i) above or substitution pursuant to paragraph (ii) above of a Replacement Reference Obligation in the Reference Portfolio, Goldman acknowledges and agrees that:

(i) Goldman will transmit a notice (the "**Substitution Request Notice**") of such proposed inclusion or substitution to Counterparty, which notice shall request Counterparty to notify Goldman upon receipt of such notice (such notification sent by

Counterparty to Goldman, the "**Substitution Reception Acknowledgment Notice**");

(ii) if, within 10 Business Days of the initial delivery of the Substitution Request Notice by Goldman to Counterparty, Goldman has not received any Substitution Reception Acknowledgment Notice from Counterparty, Counterparty will be deemed to have opposed such request for inclusion or substitution (a "**Substitution Veto Exercise**");

(iii) if, within 10 Business Days of the delivery of the Substitution Reception Acknowledgment Notice by Counterparty to Goldman, the proposed substitution or inclusion, as the case may be, is not opposed by Counterparty, Counterparty will be deemed to have approved such inclusion or substitution, as the case may be;

(iv) if, within 10 Business Days of the delivery of the Substitution Reception Acknowledgment Notice by Counterparty to Goldman, the proposed substitution or inclusion, as the case may be, is opposed by Counterparty, such action by Counterparty shall also be deemed to be a Substitution Veto Exercise.

For the avoidance of doubt, notices sent by Counterparty or Goldman pursuant to the paragraph above may be sent by electronic mail, facsimile, overnight courier or any other means that is acceptable to both parties.

Replacement Reference Obligation Eligibility Criteria:

A Replacement Reference Obligation will be eligible for inclusion in the Reference Portfolio if, at the time of such inclusion, it satisfies the following criteria (in each case as determined by the Calculation Agent):

(i) it satisfies the required Minimum Ratings;

(ii) no Credit Event with respect thereto has occurred and is continuing;

(iii) it is a Structured Product Security;

(iv) unless it is a Wrapped Security, it is not of an Excluded Specified Type;

(v) it is not an Interest-Only Security;

(vi) it is not a NIM Security;

(vii) if it is a CDO Cashflow Security, it was issued subsequent to January 1, 2003;

(viii) it is issued by an obligor (a) organized in the United States or any state thereof or the District of Columbia, (b) that is a Special Purpose Vehicle or (c) organized in a sovereign jurisdiction with a foreign currency issuer rating of at least "Aa3" by Moody's and a long-term sovereign debt rating of at least "AA-" by S&P;

(ix) it is denominated in Dollars, Euros or Sterling;

(x) it is treated as debt for U.S. tax purposes;

(xi) it was offered by an underwriter, a placement agent or any Person acting in a similar capacity through a public prospectus, a private placement memorandum or any other similar document;

(xii) it is not a United States real property interest within the meaning of Section 897 of the Code; and

(xiii) it does not provide for delayed funding and is not a revolving loan that, in either case, would increase the Reference Obligation Notional Amount after the Effective Date.

(xiv) For the avoidance of doubt, a Replacement Reference Obligation may be an Amortized Reference Obligation.

For the avoidance of doubt, a Replacement Reference Obligation may be an Amortized Reference Obligation.

Replacement Reference Obligation Notional Constraints:

A Replacement Reference Obligation must also satisfy the requirements set forth below at the time it is included in the Reference Portfolio (in each case as determined by the Calculation Agent):

(i) the Reference Obligation Notional Amount of such Reference Obligation shall not exceed $20,000,000; and

(ii) the Reference Obligation Notional Amount of such Replacement Reference Obligation that relates to (a) an Amortized Reference Obligation does not exceed the sum of all Reference Obligation Amortization Amounts not previously notionally reinvested and (b) a Substituted Reference Obligation, together with the aggregate Reference Obligation Notional Amount of the other Replacement Reference Obligations that relate to such Substituted Reference Obligation, does not exceed the related Reference Obligation Substitution Amount.

Reference Portfolio Profile Constraints:

In addition to satisfying the Replacement Reference Obligation Eligibility Criteria and the Replacement Reference Obligation

Notional Constraints, a Replacement Reference Obligation will be eligible for inclusion in the Reference Portfolio only if the inclusion of such Replacement Reference Obligation in the Reference Portfolio satisfies each of the following criteria or, if any criterion is not satisfied, the addition of such Reference Obligation will at least maintain or improve such criterion (in each case as determined by the Calculation Agent):

(i) the Moody's Diversity Score shall be at least 20.0;

(ii) the Moody's Weighted Average Rating Factor shall not exceed 40.0;

(iii) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have a Moody's Rating of at least "Baa2" shall not exceed 2.0% of the Initial Reference Portfolio Notional Amount;

(iv) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have a Moody's Rating of at least "A3" shall not exceed 5.0% of the Initial Reference Portfolio Notional Amount;

(v) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have a Moody's Rating of at least "A2" shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount;

(vi) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have a Moody's Rating of at least "Aa3" shall not exceed 20.0% of the Initial Reference Portfolio Notional Amount;

(vii) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have a Moody's Rating of at least "Aa2" shall not exceed 30.0% of the Initial Reference Portfolio Notional Amount;

(viii) the aggregate Reference Obligation Notional Amount of Reference Obligations that do not have Actual Ratings by both Moody's and S&P shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount;

(ix) the Weighted Average Life shall not exceed the number of years set forth in Schedule A;

(x) the aggregate Reference Obligation Notional Amounts of Reference Obligations that

constitute Wrapped Securities shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount; *provided* that all Reference Obligations that constitute Wrapped Securities must have an Actual Rating of "Aaa" by Moody's or "AAA" by S&P;

(xi) the aggregate Reference Obligation Notional Amount of Reference Obligations that are issued by Non-U.S. Obligors shall not exceed 20.0% of the Initial Reference Portfolio Notional Amount;

(xii) the aggregate Reference Obligation Notional Amount of non-Dollar denominated Reference Obligations shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount; *provided* that each such non-Dollar denominated Reference Obligation must be denominated in Euros or Sterling;

(xiii) the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute CDO Cashflow Securities shall not exceed 40.0% of the Initial Reference Portfolio Notional Amount; *provided* that each such Reference Obligation must have an Actual Rating of at least "Aa3" by Moody's or "AA-" by S&P;

(xiv) the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute CLOs shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount;

(xv) the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute CDO Cashflow Securities (excluding any Reference Obligations that constitute CLOs) shall not exceed 35.0% of the Initial Reference Portfolio Notional Amount;

(xvi) the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute CMBS Large Loans shall not exceed 5.0% of the Initial Reference Portfolio Notional Amount; *provided* that each such Reference Obligation must have an Actual Rating of at least "Aa3" by Moody's or "AA-" by S&P;

(xvii) the aggregate Reference Obligation Notional Amount of Reference Obligations that are serviced by the same servicer or its Affiliates shall not exceed 8.0% of the Initial Reference Portfolio Notional Amount; *provided* that:

(a) the aggregate Reference Obligation Notional Amount of Reference

Obligations that are serviced by a particular servicer or its Affiliates may constitute up to 10.0% of the Initial Reference Portfolio Notional Amount if such servicer or Affiliate has (1) a servicer evaluation rating of "above average" by S&P, (2) an Actual Rating of "Aa3" or higher by Moody's or (3) an Actual Rating of "AA-" or higher by S&P; and

(b) the aggregate Reference Obligation Notional Amount of Reference Obligations that are serviced by a particular servicer or its Affiliates may constitute up to 12.0% of the Initial Reference Portfolio Notional Amount if such servicer or Affiliate has (1) a servicer evaluation rating of "strong" by S&P, (2) an Actual Rating of "Aaa" or higher by Moody's or (3) an Actual Rating of "AAA" or higher by S&P; and

(xviii) the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute RMBS Home Equity Loan Securities shall not exceed 30.0% of the Initial Reference Portfolio Notional Amount; *provided* that the aggregate Reference Obligation Notional Amount of Reference Obligations that constitute RMBS Home Equity Loan Securities that have an Actual Rating of lower than "Aa3" by Moody's and an Actual Rating of lower than "AA-" by S&P shall not exceed 10.0% of the Initial Reference Portfolio Notional Amount.

With respect to the determination of compliance with the Reference Portfolio Profile Constraints, all concentrations calculated as a percentage of the Initial Reference Portfolio Notional Amount and the Weighted Average Life, calculated in terms of years, shall in each case be rounded to one decimal place prior to the determination of compliance with the Reference Portfolio Profile Constraints.

With respect to the determination of compliance with subclause (xvii) of the Reference Portfolio Profile Constraints, the servicer with respect to a Reference Obligation shall be deemed to be (i) the primary servicer that services a majority of the aggregate principal amount of the underlying assets of such Reference Obligation and (ii) if there is no primary servicer that services a majority of the aggregate principal amount of the underlying assets of such Reference Obligation, the master servicer.

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| 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>:**

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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".<br>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". |
| 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:

(i) the related Principal Reimbursement Amount; and

(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><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:<br><br>(i) Failure to Pay Principal;<br><br>(ii) Failure to Pay Interest;<br><br>(iii) Downgrade to Default Ratings;<br><br>(iv) Material Writedown; or<br><br>(v) Bankruptcy. |

**"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, 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, 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 (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 both 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 public 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 rated "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:

(a) is rated "CC" or below by S&P; or

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

*provided, however*, that:

(1) if such Reference Obligation has a public Actual Rating of "Baa3" or higher by Moody's immediately prior to the occurrence of an event described under subclause (ii) above, the provisions of such subclause shall only take effect if, 180 days after the day of such downgrade or withdrawal, as the case may be, the rating of such Reference Obligation remains at "Ca" or lower or Moody's has not reinstated the rating of such Reference Obligation, as the case may be; and

(2) if such Reference Obligation has a public Actual Rating of "BBB-" or higher by S&P immediately prior to the occurrence of an event described under subclause (iii) above, the provisions of such subclause shall only take effect if, 180 days after the day of such downgrade or withdrawal, as the case may be, the rating of such Reference Obligation remains at "CC" or lower or S&P has not reinstated the rating of such Reference Obligation, as the case may be.

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 specified 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).

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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 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. |
| 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 |

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| | (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: | 5 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 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 the sum of any Credit Event Adjustment Amounts that are greater than zero determined on such day. |
| 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:<br><br>"For purposes of determination of Quotations under this Section 7.7, "Dealer" shall mean an Approved Dealer."<br><br>The Definitions shall be amended by the addition of a new Section 9.1(c) as follows:<br><br>"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 a Substitution Veto Exercise by Counterparty or 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"). |

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| 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 Business Day on which the ABACUS 2004-1 Notes are redeemed following a call option exercised pursuant to the related underlying instruments.<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

| | |
|---|---|
| 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 2004-1 Notes"**: The obligations that have been co-issued by ABACUS 2004-1, Ltd. and ABACUS 2004-1, Inc., pursuant to an indenture dated July 1, 2004.

**"ABS Aircraft Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from leases and subleases of aircraft, vessels and telecommunications equipment to businesses for use in the provisions of goods or services to

consumers, the military or the government, generally having the following characteristics: (1) the leases and subleases having varying contractual maturities; (2) the leases or subleases are obligations of a relatively limited number of obligors and accordingly represent an undiversified pool of obligor credit risk; (3) the repayment stream on such leases and subleases is primarily determined by an contractual payment schedule, with early termination of such leases and subleases predominantly dependent upon the disposition to a lessee, sublessee or third party or the underlying equipment; (4) such leases or subleases typically provide for the right of the lessee or sublessee to purchase the equipment for its stated residual value, subject to payments at the end of the lease term for excess usage or wear and tear; and (5) the obligations of the lessors or sublessors may be secured not only by the leased equipment but also by other assets of the lessee, sublessee or guarantees granted by third parties; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Automobile Securities"**: Securities, other than ABS Subprime Auto Securities, that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from installment sale loans made to finance the purchase of, or from leases of, automobiles or light duty trucks or medium duty trucks, generally having the following characteristics:

(i) the loans or leases may have varying contractual maturities;

(ii) the loans or leases are obligations of numerous borrowers or lessors and accordingly represent a diversified pool of obligor credit risk;

(iii) the repayment stream on such loans or leases is primarily determined by a contractual payment schedule, with early repayment on such loans or leases predominantly dependent upon the disposition of the underlying vehicle; and

(iv) such leases typically provide for the right of the lessee to purchase the vehicle for its stated residual value and are subject to payments at the end of lease term for excess mileage or use in the event that the lessee does not exercise such purchase option.

**"ABS Car Rental Receivable Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from leases and subleases of vehicles to car rental companies and their franchisees, generally having the following characteristics: (1) the leases and subleases have varying contractual maturities; (2) the subleases are obligations of numerous franchisees and accordingly represent a diversified pool of obligor credit risk; (3) the repayment stream on such leases and subleases is primarily determined by a contractual payment schedule, with early termination of such leases and subleases predominantly dependent upon the disposition to a lessee or third party of the underlying vehicle; and (4) such leases or subleases typically provide for the right of the lessee or sublessee to purchase the vehicle for its stated residual value and are subject to payments at the end of lease term for excess mileage or use in the event that the lessee or sublessee does not exercise such purchase option.

**"ABS Credit Card Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from balances outstanding under revolving consumer credit card accounts, generally having the following characteristics:

(i) the accounts have standardized payment terms and require minimum monthly payments;

(ii) the balances are obligations of numerous borrowers and accordingly represent a diversified pool of obligor credit risk; and

(iii) the repayment stream on such balances does not depend upon a contractual payment schedule, with repayment depending primarily on interest rates, availability of credit against a maximum credit limit and general economic matters.

**"ABS Future Flow Securities"**: Securities that are financings by companies that export products and involve securitizations of offshore U.S. Dollar-denominated receivables under contracts with foreign buyers or from sale through an established market pursuant to which cash generated from the existing and future receivables is captured, typically paid to a trust or collateral account in the United States and is used to service the debt evidenced by such securities. In a typical existing and future receivables transaction, the originator of the receivables establishes a limited purpose financing vehicle that issues such securities. The originator receives the issuance proceeds and may use these funds for general corporate purposes. ABS Future Flow Securities are generally backed by one or more contracts requiring the originator to generate the receivables backing the securities. In such a situation, if the receivables are not generated or if insufficient amounts of receivables are generated, holders of such securities may not receive the payments they are owed. Sellers of receivables in future receivables transactions are frequently in countries with low credit ratings. ABS Future Flow Securities may achieve a rating above the foreign currency sovereign rating of such company's country of domicile, thereby enabling the originator to obtain financing at a relatively lower cost than traditional loans or direct issuance of bonds by the originator. Any ABS Future Flow Security shall be classified as an Excluded Specified Type by reference to the types of receivables expected to be generated rather than the classification as an ABS Future Flow Security. Any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Health Care Receivable Securities"**: Securities (other than ABS Small Business Loan Securities) that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from leases and subleases of equipment to hospitals, non-hospital medical facilities, physicians and physician groups for use in the provision of healthcare services, generally having the following characteristics: (1) the leases and subleases have varying contractual maturities; (2) the leases or subleases are obligations of a relatively limited number of obligors and accordingly represent an undiversified pool of obligor credit risk; (3) the repayment stream on such leases and subleases is primarily determined by a contractual payment schedule, with early termination of such leases and subleases predominantly dependent upon the disposition to a lessee, sublessee or third party of the underlying equipment; and (4) such leases or subleases typically provide for the right of the lessee or sublessee to purchase the equipment for its stated residual value; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Mutual Fund Fee Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from a pool of brokerage fees and costs relating to various mutual funds, generally having the following characteristics: (1) the brokerage arrangements have standardized payment terms and require minimum payments; (2) the brokerage fees and costs arise out of numerous mutual funds and accordingly represent a diversified pool of credit risk; and (3) the collection of brokerage fees and costs can vary substantially from the contractual payment schedule (if any), with the collection depending on numerous factors specific to the particular mutual funds, interest rates and general economic matters; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Other Security"**: A Structured Finance Security that (i) cannot reasonably be classified as a CMBS Security, RMBS Security, CDO Cashflow Security, Wrapped Security, ABS Automobile Security, ABS Car Rental Receivable Security, ABS Credit Card Security, ABS Small Business Loan Security or ABS Student Loan Security and (ii) is not a security that belongs to an Excluded Specified Type.

**"ABS Small Business Loan Securities"**: Securities that entitle holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely

distribution of proceeds to holders of such securities) on the cash flow from general purpose loans made to "small business concerns" (generally within the meaning given to such term by regulations of the United States Small Business Administration), including but not limited to those (a) made pursuant to Section 7(a) of the United States Small Business Act, as amended, and (b) partially guaranteed by the United States Small Business Administration, generally have the following characteristics:

(i) the loans have payment terms that comply with any applicable requirements of the United States Small Business Act, as amended;

(ii) the loans are obligations of a relatively limited number of borrowers and accordingly represent an undiversified pool of obligor credit risk; and

(iii) repayment thereof can vary substantially from the contractual payment schedule (if any), with early repayment of individual loans depending on numerous factors specific to the particular obligors and upon whether, in the case of loans bearing interest at a fixed rate, such loans or securities include an effective prepayment premium.

**"ABS Structured Settlement Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from receivables representing the right of litigation claimants to receive future settlement payments under a settlement agreement that are funded by an annuity contract; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Student Loan Securities"**: Securities that entitle the holders thereof to receive payments that depend on the cash flow from loans made to students (or their parents) to finance educational needs; *provided* that such dependence may in addition be conditioned upon rights or additional assets designed to assure the servicing or timely distribution of proceeds to holders of such securities such as a financial guaranty insurance policy.

**"ABS Subprime Auto Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from subprime installment sale loans made to finance the acquisition of, or from leases of, automobiles, generally having the following characteristics: (1) the loans or leases may have varying contractual maturities; (2) the loans or leases are obligations of numerous borrowers or lessees and accordingly represent a diversified pool of obligor credit risk; (3) the borrowers or lessees under the loans or leases generally have a poor credit rating; (4) the repayment stream on such loans or leases is primarily determined by a contractual payment schedule, with early repayment on such loans or leases predominantly dependent upon the disposition of the underlying vehicle; and (5) such leases typically provide for the right of the lessee to purchase the vehicle for its stated residual value and are subject to payments at the end of lease term for excess mileage or use in the event that the lessee does not exercise such purchase option; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Tax Lien Securities"**: Securities that entitle the holders thereof to receive payment that depend (except for rights or other assets designed to assure the servicing or timely distribution or proceeds to holders of such securities) on the cash flow from a pool of tax obligations owed by businesses and individuals to state and municipal governmental taxing authorities, generally having the following characteristics: (1) the tax obligations are obligations of numerous borrowers and accordingly represent a diversified pool of obligor credit risk; and (2) the repayment stream on the obligation is primarily determined by a payment schedule entered into between the relevant tax authority and obligor, with early repayment on such obligation predominantly dependent upon interest rates and the income of

the obligor following the commencement of amortization; *provided* that any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"ABS Timeshare Securities"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from borrowers under timeshare mortgage loans. Timeshare mortgage loans are generally fixed rate, fully amortizing loans that are secured by first mortgage liens on timeshare estates. A timeshare estate consists of an interval (generally measured in weeks) in vacation ownership of fully furnished vacation units or apartments. Usage and ownership is generally divided into 52 one-week intervals, with one or two weeks reserved for maintenance. Ownership can also be through undivided fee simple interests ("UDIs") in a group of units. Owners become tenants in common with other owners of undivided interests, with "use" rights which allow more flexibility in terms of length and timing of stay than fixed week intervals, as purchasers are not restricted to fixed fee usage. Any security falling within this definition will be excluded from the definition of each other Excluded Specified Type.

**"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. For purposes of this definition, the rating of a RMBS Agency Security shall be the rating assigned by a Rating Agency to the agency that guarantees such RMBS Agency Security.

**"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 after the Notional Reinvestment Period, an amount equal to the greater of (A) zero and (B) (i) the aggregate Reference Obligation Amortization Amount on such date less (ii) the Senior Threshold 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.

**"Asset-Backed Securities"** or **"ABS Securities"**: ABS Credit Card Securities, ABS Automobile Securities, ABS Car Rental Receivable Securities, ABS Small Business Loan Securities, ABS Student Loan Securities or ABS Other Securities, excluding, in each case, any securities that belong to an Excluded Specified Type.

**"CDO Cashflow Securities"**: Collateralized debt obligations, collateralized bond obligations or CLOs, including CDO Structured Product Securities, CDO Mortgage-Backed Securities and CDO Commercial Real Estate Securities, but, in each case, excluding any securities that belong to an Excluded Specified Type.

**"CDO Commercial Real Estate Securities"**: CDO Cashflow Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from (and not the market value of) a portfolio of at least 80% by principal balance of CMBS Securities and/or REIT Debt Securities.

**"CDO Corporate Bond Securities"**: CDO Cashflow Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely

distribution of proceeds to holders of such securities) on the cash flow from (and not the market value of) a portfolio of primarily high yield or investment grade bonds.

**"CDO Emerging Market Securities"**: CDO Cashflow Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from (and not the market value of) a portfolio of investments, of which more than 20% are issued by issuers located in Emerging Market Countries.

**"CDO Market Value Securities"**: Collateralized debt obligations, whose overcollateralization is measured with reference to the market value of the collateral portfolio securing such collateralized debt obligations.

**"CDO Mortgage-Backed Securities"**: CDO Cashflow Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from (and not the market value of) a portfolio of at least 80% by principal balance of Mortgage-Backed Securities.

**"CDO Structured Product Securities"**: CDO Cashflow Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from a portfolio diversified among categories of REIT Debt Securities, Asset-Backed Securities, Commercial Mortgage-Backed Securities, Residential Mortgage-Backed Securities or CDO Cashflow Securities or any combination of more than one of the foregoing or solely of CDO Cashflow Securities (and which in any such case may include limited amounts of Corporate Securities), generally having the following characteristics:

(i) repayment thereof can vary substantially from the contractual payment schedule (if any), with early prepayment of individual debt securities depending on numerous factors specific to the particular issuers or obligors and upon whether, in the case of loans or securities bearing interest at a fixed rate, such loans or securities include an effective prepayment premium, and

(ii) proceeds from such repayments can for a limited period and subject to compliance with certain eligibility criteria be reinvested in additional loans and/or debt securities.

**"CLO"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from (and not the market value of) a portfolio of primarily loans.

**"CMBS Conduit Securities"**: Commercial Mortgage-Backed Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such Commercial Mortgage-Backed Securities) on the cash flow from a pool of commercial mortgage loans, generally having the following characteristics:

(i) the commercial mortgage loans have varying contractual maturities;

(ii) the commercial mortgage loans are secured by real property purchased or improved with the proceeds thereof (or to refinance an outstanding loan the proceeds of which were so used);

(iii) the commercial mortgage loans are obligations of a relatively limited number of obligors and accordingly represent a relatively undiversified pool of obligor credit risk; and

(iv) repayment thereof can vary substantially from the contractual payment schedule (if any), with early repayment of individual loans depending on numerous factors specific to the particular obligors; however, in the case of loans bearing interest at a fixed rate, such loans or securities typically include significant or complete prepayment protection.

**"CMBS Credit Tenant Lease Securities"**: Commercial Mortgage-Backed Securities (other than CMBS Large Loan Securities and CMBS Conduit Securities) that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such Commercial Mortgage-Backed Securities) on the cash flow from a pool of commercial mortgage loans made to finance the acquisition, construction and improvement of properties leased to corporate tenants (or on the cash flow from such leases), generally have the following characteristics:

(i) the commercial mortgage loans or leases have varying contractual maturities;

(ii) the commercial mortgage loans are secured by real property purchased or improved with the proceeds thereof (or to refinance an outstanding loan the proceeds of which were so used);

(iii) the leases are secured by leasehold interests;

(iv) the commercial mortgage loans or leases are obligations of a relatively limited number of obligors and accordingly represent a relatively undiversified pool of obligor credit risk;

(v) payment thereof can vary substantially from the contractual payment schedule (if any), with prepayment of individual loans or termination of leases depending on numerous factors specific to the particular obligors or lessees and upon whether, in the case of loans bearing interest at a fixed rate, such loans include an effective prepayment premium; and

(vi) the creditworthiness of such corporate tenants is an important factor in any decision to invest in these securities.

**"CMBS Franchise Securities"**: Commercial Mortgage-Backed Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such Commercial Mortgage-Backed Securities) on the cash flow from (a) a pool of franchise loans made to operators of franchises that provide oil, gasoline, restaurant or food services and provide other services related thereto and (b) leases or subleases of equipment to such operators for use in the provision of such goods and services. Such securities generally have the following characteristics:

(i) the loans, leases or subleases have varying contractual maturities;

(ii) the loans are secured by real property purchased or improved with the proceeds thereof (or to refinance an outstanding loan the proceeds of which were so used);

(iii) the obligations of the lessors or sublessors of the equipment may be secured not only by the leased equipment but also the related real estate;

(iv) the loans, leases and subleases are obligations of a relatively limited number of obligors and accordingly represent a relatively undiversified pool of obligor credit risk;

(v) payment of the loans can vary substantially from the contractual payment schedule (if any), with prepayment of individual loans depending on numerous factors specific to the

particular obligors and upon whether, in the case of loans bearing interest at a fixed rate, such loans include an effective prepayment premium;

(vi) the repayment stream on the leases and subleases is primarily determined by a contractual payment schedule, with early termination of such leases and subleases predominantly dependent upon the disposition to a lessee, a sublessee or third party of the underlying equipment; and

(vii) such leases and subleases typically provide for the right of the lessee or sublessee to purchase the equipment for its stated residual value, subject to payment at the end of the lease term.

**"CMBS Large Loan Securities"**: Commercial Mortgage-Backed Securities (other than CMBS Conduit Securities and CMBS Credit Tenant Lease Securities) that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such Commercial Mortgage-Backed Securities) on the cash flow from a commercial mortgage loan or a pool of commercial mortgage loans made to finance the acquisition, construction and improvement of properties, generally having the following characteristics:

(i) the commercial mortgage loans have varying contractual maturities;

(ii) the commercial mortgage loans are secured by real property purchased or improved with the proceeds thereof (or to refinance an outstanding loan the proceeds of which were so used);

(iii) the commercial mortgage loans are obligations of a limited number of obligors and accordingly represent a relatively undiversified pool of obligor credit risk (including in comparison to CMBS Conduit Securities);

(iv) repayment thereof can vary substantially from the contractual payment schedule (if any), with early prepayment of individual loans depending on numerous factors specific to the particular obligors and upon whether, in the case of loans bearing interest at a fixed rate, such loans or securities include an effective prepayment premium;

(v) the valuation of individual properties securing the commercial mortgage loans is the primary factor in any decision to invest in these securities; and

(vi) the commercial mortgage loans have relatively large average balances (including in comparison to RMBS Securities).

**"CMBS RE-REMIC Securities"**: Securities that represent an interest in a real estate mortgage investment conduit backed by CMBS Securities.

**"Code"**: The United States Internal Revenue Code of 1986, as amended.

**"Commercial Mortgage-Backed Securities"** or **"CMBS Securities"**: Securities that represent interests in, or enable holders thereof to receive payments that depend on the cashflow primarily from credit default swaps that reference, in each case, obligations (including certificates of participation in obligations) that are principally secured by mortgages on real property or interests therein having a multifamily or commercial use, such as regional malls, other retail space, office buildings, industrial or warehouse properties, hotels, nursing homes and senior living centers and shall include, without limitation, CMBS Conduit Securities, CMBS Credit Tenant Lease Securities, CMBS Franchise Securities, CMBS Large Loan Securities or CMBS RE-REMIC Securities, excluding, in each case, any securities that belong to an Excluded Specified Type.

"**Corporate Securities**": Publicly issued or privately placed debt obligations of corporate issuers which are not REIT Debt Securities or Wrapped Securities.

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

"**Current Portfolio**": At any time of determination, the Reference Portfolio at such time.

"**Diversity Score**": A single number that indicates collateral concentration in terms of both issuer and industry concentration. The formula used to calculate the Diversity Score on any measurement date under the alternative methodology is set forth below.

$$D = \frac{\left(\sum_{i=1}^{n} PiFi\right)\left(\sum_{i=1}^{n} QiFi\right)}{\sum_{i=1}^{n}\sum_{j=1}^{n} Cij\sqrt{PiQiPjQjFiFj}}$$

First, Moody's assumes that the actual portfolio consists of *n* bonds; bond *i* has a face value *F*, and a default probability *Pi*, that is implied by the rating and average life of the bond. The probability of survival for bond *i* is *Qi*, which equals *1- Pi*. In addition, the correlation coefficient of default between bond *i* and *j* is *Cij*. For purposes of the calculation Pi is the loss amount of a Reference Obligation based on its Moody's Rating and its average life and tenor at the measurement date divided by the severity, which is equal to one minus the recovery rate, and *Cij* is the default correlation. Consequently, the actual collateral pool can be represented by D homogeneous securities with independent default risk.

$$\text{Average Face Value} = F = \left(\sum_{i=1}^{n} F_i\right)/D$$

$$\text{Average Default Probability} = P = \left(\sum_{i=1}^{n} P_iF_i\right)/\left(\sum_{i=1}^{n} F_i\right)$$

To calculate the alternative Diversity Score, portfolio parameters need to be input, including the rating profile, the par amount, the maturity profile and the default correlation assumptions.

In addition, the default correlation will be further adjusted for (i) CDO Cashflow Securities managed by the same collateral manager, (ii) Reference Obligations secured by assets that are transferred or originated by the same Person and the time period that has elapsed between each such transfers and/or originations or (iii) servicers' concentration as set forth in Schedule B.

From time to time after the Effective Date, Moody's may change its methodology with respect to the Diversity Score.

"**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).

**"Emerging Market Country"**: Any jurisdiction that is not the United States or does not have a foreign currency issuer rating of at least "AA-" by S&P and a long-term sovereign debt rating of at least "Aa3" by Moody's.

**"Emerging Market Securities"**: Debt securities that are the obligations of an issuer located in any Emerging Market Country.

**"Enhanced Equipment Trust Certificate"**: An enhanced equipment trust certificate.

**"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.

**"Excluded Specified Types"**: Any of the following types of securities: ABS Aircraft Securities, Corporate Securities, CDO Market Value Securities, Enhanced Equipment Trust Certificates, ABS Future Flow Securities, ABS Health Care Receivable Securities, ABS Mutual Fund Fee Securities, ABS Structured Settlement Securities, ABS Subprime Auto Securities, ABS Tax Lien Securities, ABS Timeshare Securities, CDO Corporate Bond Securities, CDO Emerging Market Securities, CMBS Credit Tenant Lease Securities, CMBS Franchise Securities, RMBS Manufactured Housing Securities or Synthetic CDO Securities.

**"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 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 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 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.

**"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 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, (1) the aggregate ICE Reference Obligation Recovery Amount determined on the related Calculation Date less (2) the ICE Senior Threshold Amount immediately prior to such determination (such amount, the **"ICE Recovery Adjustment Amount"**); and

(iii) after the Notional Reinvestment Period, 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 greater of (A) zero and (B) (1) the aggregate Reference Obligation Amortization Amount determined on such date less (2) the ICE Senior Threshold Amount immediately prior to such determination (such amount, the **"ICE Amortization Adjustment Amount"**).

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

**"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 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.

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

(i) five Business Days following each Calculation Date, by decreasing the ICE Senior Threshold Amount by an amount equal to the lesser of (a) the aggregate ICE Reference Obligation Recovery Amount determined on such Calculation Date and (b) the ICE Senior Threshold Amount immediately prior to such determination;

(ii) five Business Days following each Calculation Date, by decreasing the ICE Senior Threshold Amount by an amount equal to the greater of (a)(1) the aggregate ICE Loss Amount determined on the related Calculation Date less (2) the sum of (A) the ICE Loss Threshold Amount immediately prior to such determination and (B) the ICE Outstanding Swap Notional Amount immediately prior to such determination and (b) zero;

(iii) after the Notional Reinvestment Period, 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, by decreasing the ICE Senior Threshold Amount by an amount equal to the lesser of (a) the aggregate Reference Obligation Amortization Amount determined on such date and (b) the ICE Senior Threshold Amount immediately prior to such determination;

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

**"Interest-Only Security"**: A security that by its terms provides for periodic payments of interest and does not provide for the repayment of a stated principal 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 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.

**"Minimum Rating"**: With respect to a Reference Obligation, as of the date of inclusion in the Reference Portfolio, such Reference Obligation must have an Actual Rating of at least "A3" by Moody's or "A-" by S&P; *provided, however*:

(i) if such Reference Obligation does not have an Actual Rating by Moody's, Moody's must permit notching of such Reference Obligation and its Moody's Rating must be at least "Baa3";

(ii) if such Reference Obligation does not have an Actual Rating by S&P, S&P must permit notching of such Reference Obligation and its S&P Rating must be at least "BBB-";

(iii) if such Reference Obligation has a public Actual Rating at such time on positive credit watch by either Moody's or S&P, such rating will be assumed to be one sub-category higher;

(iv) if such Reference Obligation has a public Actual Rating at such time on negative credit watch by Moody's and such rating is not at least "Aa3", such Reference Obligation shall not satisfy the Minimum Rating;

(v) if such Reference Obligation has a public Actual Rating at such time on negative credit watch by S&P and such rating is not at least "AA-", such Reference Obligation shall not satisfy the Minimum Rating;

(vi) if such Reference Obligation has a public Actual Rating at such time on negative credit watch by both Moody's and S&P, such Reference Obligation shall not satisfy the Minimum Rating.

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

"**Moody's Rating**": The following definition of Moody's has been provided to Counterparty and Goldman by Moody's and capitalized terms used therein with respect to types of securities have the meanings ascribed thereto by Moody's. With respect to a Reference Obligation, a rating to be determined as follows:

(1) if such Reference Obligation has an expressly monitored outstanding rating assigned by Moody's, which rating by its terms addresses the full scope of the payment promise of the obligor of such Reference Obligation, the Moody's Rating shall be such rating, or if such Reference Obligation is not rated by Moody's, but a request has been made to Moody's for a rating to such Obligation, the Moody's Rating shall be the rating so assigned by Moody's; *provided* that for purposes of this definition,

(i) the rating assigned by Moody's to a Reference Obligation placed on watch for possible downgrade by Moody's will be deemed to have been downgraded by one subcategory,

(ii) the rating for a CDO Cashflow Security rated "A3" or lower by Moody's and placed on watch for a possible downgrade by Moody's will be deemed to have been downgraded by two subcategories, and

(iii) the rating assigned by Moody's to a Reference Obligation placed on watch for possible upgrade by Moody's will be deemed to have been upgraded by one subcategory; and

(2) (i) if such Reference Obligation is not rated by Moody's but is rated by S&P, then the Moody's Rating of such Reference Obligation may be an implied rating determined by subtracting the number of subcategories from the Moody's equivalent rating according to the following table ("notching"):

| ASSET CLASS | AAA to AA- | A+ to BBB- | Below BBB- |
|---|---|---|---|
| Asset Backed | | | |
| Agricultural and Industrial Equipment loans | 1 | 2 | 3 |
| Aircraft and Auto leases | 2 | 3 | 4 |
| Arena and Stadium Financing | 1 | 2 | 3 |
| Auto loan | 1 | 2 | 3 |
| Boat, Motorcycle, RV, Truck | 1 | 2 | 3 |
| Computer, Equipment and Small-ticket item leases | 1 | 2 | 3 |
| Consumer Loans | 1 | 3 | 4 |
| Credit Card | 1 | 2 | 3 |
| Cross-border transactions | 1 | 2 | 3 |
| Entertainment Royalties | 1 | 2 | 3 |
| Floor Plan | 1 | 2 | 3 |
| Franchise Loans | 1 | 2 | 4 |
| Future Receivables | 1 | 1 | 2 |
| Health Care Receivables | 1 | 2 | 3 |
| Manufactured Housing | 1 | 2 | 3 |
| Mutual Fund Fees | 1 | 2 | 4 |
| Small Business Loans | 1 | 2 | 3 |
| Stranded Utilities | 1 | 2 | 3 |
| Structured Settlements | 1 | 2 | 3 |
| Student Loan | 1 | 2 | 3 |
| Tax Liens | 1 | 2 | 3 |
| Trade Receivables | 2 | 3 | 4 |
| | **AAA** | **AA+ to BBB-** | **Below BBB-** |
| **Residential Mortgage Related** | | | |
| Jumbo A | 1 | 2 | 3 |
| Alt-A or mixed pools | 1 | 3 | 4 |
| HEL (including Residential B&C) | 1 | 2 | 3 |

(ii) if such Reference Obligation is dual-rated Jumbo A or Alt-A, the Moody's Rating shall be the rating determined in subclause (i) above, plus one-half of a subcategory;

(iii) if such Reference Obligation is not rated by Moody's but is rated by S&P and is a CMBS Security, the Moody's Rating of such Obligation may be determined by subtracting the number of subcategories from the Moody's equivalent rating according to the following table:

| | Tranche rated by S&P; no tranche in deal rated by Moody's | Tranche rated by S&P; at least one other tranche in deal rated by Moody's |
|---|---|---|
| Commercial Mortgage Backed Securities | | |
| Conduit[1] | 2 notches from S&P | 1.5[2] notches from S&P |
| Credit Tenant Lease | Follow corporate notching practice | Follow corporate notching practice |
| Large Loan | No notching permitted | |

[1] For purposes of the "Moody's Rating", conduits are defined as fixed rate, sequential pay, multi-borrower transactions having a Herfindahl score of 40 or higher at the loan level with all collateral including conduit loans, A notes, large loans, Credit Tenant Leases and any other real estate collateral factored in.

[2] A 1.5 notch haircut implies, for example, that if the S&P rating were BBB, then the Moody's Rating would be halfway between the Baa3 and Ba1 rating factors.

(iv) if such Reference Obligation is a CDO Cashflow Security, no notching is permitted and the Moody's Rating shall be the rating so assigned by Moody's;

*provided* that (1) any ratings by S&P used to determined a Moody's Ratings shall (a) address the full return of interest and principal; (b) be for the benefit of multiple investors and remain valid if the Obligation is transferred to subsequent investors; (c) be actually expressly monitored ratings rather than any "credit estimate" or "shadow rating" and (d) be monitored through the life of the Obligation and (2) no notching is permitted based upon a rating by S&P with an "r", "t" or "Pi" subscript; *provided, further*, that the aggregate Reference Obligation Notional Amount of Reference Obligations that may be given a Moody's Rating based on Reference Obligations rated by only S&P may not exceed 7.5% of the Reference Portfolio Notional Amount and *provided, further*, that Asset-Backed Securities or Mortgage-Backed Securities, other than those listed in this paragraph (2) and any RMBS Agency Securities, shall have the rating assigned by Moody's.

**"Moody's Rating Factor"**: With respect to any Reference Obligation, is the number set forth in the table below opposite the rating of such Reference Obligation, which may be adjusted from time to time by Moody's:

| Moody's Rating | Rating Factor | Moody's Rating | Rating Factor |
|---|---|---|---|
| Aaa | 1 | Ba1 | 940 |
| Aa1 | 10 | Ba2 | 1,350 |
| Aa2 | 20 | Ba3 | 1,766 |
| Aa3 | 40 | B1 | 2,220 |
| A1 | 70 | B2 | 2,720 |
| A2 | 120 | B3 | 3,490 |
| A3 | 180 | Caa1 | 4,770 |
| Baa1 | 260 | Caa2 | 6,500 |
| Baa2 | 360 | Caa3 | 8,070 |
| Baa3 | 610 | Ca or lower | 10,000 |

**"Moody's Weighted Average Rating Factor"**: As of any measurement date, the number obtained by summing the product of the Reference Obligation Notional Amount of each Reference Obligation *multiplied* by its Moody's Rating Factor, dividing such sum by the Reference Portfolio Notional Amount rounding down to the first decimal place.

**"Mortgage-Backed Securities"**: Any Residential Mortgage-Backed Securities or Commercial Mortgage-Backed Securities.

**"NIM Security"**: A net interest margin security.

**"Non-U.S. Obligor"**: An issuer or obligor of a Reference Obligation that (i) is not a Special Purpose Vehicle and (ii) is organized in a sovereign jurisdiction other than the United States of America.

**"Notional Foreign Exchange Rate"**: A rate of exchange determined as follows:

(i) each time a non-Dollar denominated Reference Obligation is being included in the Reference Portfolio, the Calculation Agent will determine 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 at the time such non-Dollar denominated Reference Obligation is included in the Reference Portfolio (the **"Spot FX Rate"**);

(ii) if a non-Dollar denominated Reference Obligation has only been included in the Reference Portfolio once, the Notional Foreign Exchange Rate will be the Spot FX Rate; and

(iii) if a non-Dollar denominated Reference Obligation has been included in the Reference Portfolio more than one time, the Notional Foreign Exchange Rate will be a fraction (expressed as a percentage) equal to (a) the sum of the products of (1) the Spot FX Rate each time the Reference Obligation is included in the Reference Portfolio and (2) the Reference Obligation Notional Amount of such Reference Obligation at the time of such addition to the Reference Portfolio expressed in Euro or Sterling, as the case may be, *over* (b) the sum of the Reference Obligation Notional Amounts expressed in Euro or

Sterling, as the case may be, of each such Reference Obligation at the time it was included in the Reference Portfolio.

**"Payment Date"**: The 28th of each month, commencing June 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 June 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 *less* the ICE Senior Threshold Differential.

**"Proposed Portfolio"**: The Reference Portfolio determined on a *pro forma* basis after giving effect to the proposed inclusion of a Replacement Reference Obligation.

**"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 (i) the aggregate Reference Obligation Recovery Amount determined on the related Calculation Date less (ii) the Senior Threshold Amount immediately prior to such determination.

**"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 C, 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.

**"REIT Debt Security"**: A security issued by publicly held real estate investment trusts (as defined in Section 856 of the Code or any successor provision).

**"Replacement Reference Obligation"**: During the Notional Reinvestment Period, a Reference Obligation that is included in the Reference Portfolio in accordance with the terms of this Transaction (i) following the redemption or amortization, in whole or in part, of a Reference Obligation or (ii) in substitution, in whole or in part, of another Reference Obligation.

**"Residential Mortgage-Backed Securities"** or **"RMBS Securities"**: Securities that represent interests in, or enable holders thereof to receive payments that depend on the cashflow primarily from credit default swaps that reference, in each case, pools of residential mortgage loans secured by one- to four-family residential mortgage loans and shall include, without limitation, RMBS Residential A Mortgage Securities, RMBS Residential B/C Mortgage Securities, RMBS Home Equity Loan Securities or RMBS Agency Securities, excluding, in each case, any securities that belong to an Excluded Specified Type; *provided* that any RMBS Security whose underlying collateral does not consist of 20.0% or more of subordinate liens at the time of its issuance shall be deemed to be any of the aforementioned types of RMBS Security as determined by Goldman in accordance with common market practice.

**"RMBS Agency Security"**: A security issued or fully and unconditionally guaranteed by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or the Government National Mortgage Association.

**"RMBS Home Equity Loan Securities"**: Residential Mortgage-Backed Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from balances (including revolving balances) outstanding under lines of credit secured by a first and/or subordinate lien

on residential real estate (single or multi-family properties), the proceeds of which lines of credit are not used to purchase such real estate or to purchase or construct dwellings thereon (or to refinance indebtedness previously so used), generally having the following characteristics:

(i) the balances have standardized payment terms and require minimum monthly payments;

(ii) the balances are obligations of numerous borrowers and accordingly represent a diversified pool of obligor credit risk;

(iii) the repayment of such balances may be based on a fixed scheduled payment or, alternatively, may not depend upon a contractual payment schedule, with early repayment depending primarily on interest rates, availability of credit against a maximum line of credit and general economic matters; and

(iv) the combined loan-to-value ratios are higher than customary in the primary mortgage markets;

*provided* that any RMBS Security whose underlying collateral consists of 20.0% or more of subordinate liens at the time of its issuance shall be deemed to be an RMBS Home Equity Loan Security.

**"RMBS Manufactured Housing Loan Securities"**: Residential Mortgage-Backed Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from manufactured housing (also known as mobile homes and prefabricated homes) installment sales contracts and installment loan agreements, generally having the following characteristics:

(i) the contracts and loan agreements have varying, but typically lengthy contractual maturities;

(ii) the contracts and loan agreements are secured by the manufactured homes and, in certain cases, by mortgages and/or deeds of trust on the real estate to which the manufactured homes are deemed permanently affixed;

(iii) the contracts and/or loans are obligations of a large number of obligors and accordingly represent a relatively diversified pool of obligor credit risk;

(iv) repayment thereof can vary substantially from the contractual payment schedule, with early prepayment of individual loans depending on numerous factors specific to the particular obligors and upon whether, in the case of loans bearing interest at a fixed rate, such loans or securities include an effective prepayment premium; and

(v) in some cases, obligations are fully or partially guaranteed by a governmental agency or instrumentality.

**"RMBS Residential A Mortgage Securities"**: Residential Mortgage-Backed Securities (other than RMBS Residential B/C Mortgage Securities) that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from residential mortgage loans secured (on a first priority basis, subject to permitted liens, easements and other encumbrances) by residential real estate (single or multi-family properties) the proceeds of which are used to purchase real estate and purchase or construct dwellings thereon (or to refinance indebtedness previously so used), generally having the following characteristics:

(i) the mortgage loans have generally been underwritten to the standards of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association (without regard to the size of the loan);

(ii) the mortgage loans have standardized payment terms and require minimum monthly payments;

(iii) the mortgage loans are obligations of numerous borrowers and accordingly represent a diversified pool of obligor credit risk; and

(iv) the repayment of such mortgage loans is subject to a contractual payment schedule, with early repayment depending primarily on interest rates and the sale of the mortgaged real estate and related dwelling.

**"RMBS Residential B/C Mortgage Securities"**: Residential Mortgage-Backed Securities (other than RMBS Residential A Mortgage Securities) that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such securities) on the cash flow from subprime residential mortgage loans secured (on a first priority basis, subject to permitted liens, easements and other encumbrances) by residential real estate (single or multi-family properties) the proceeds of which are used to purchase real estate and purchase or construct dwellings thereon (or to refinance indebtedness previously so used), generally having the following characteristics:

(i) the mortgage loans have generally not been underwritten to the standards of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association (without regard to the size of the loan);

(ii) the mortgage loans have standardized payment terms and require minimum monthly payments;

(iii) the mortgage loans are obligations of numerous borrowers and accordingly represent a diversified pool of obligor credit risk; and

(iv) the repayment of such mortgage loans is subject to a contractual payment schedule, with early repayment depending primarily on interest rates and the sale of the mortgaged real estate and related dwelling.

**"S&P Rating"**: With respect to any Reference Obligation, a rating determined to be determined as follows:

(a) (1) if S&P has assigned a rating to such Reference Obligation either publicly or privately, the S&P Rating shall be the rating assigned thereto by S&P; *provided, however*, that if the rating assigned to such Reference Obligation by S&P is on the then-current credit rating watch list with negative implications, then the rating of such Reference Obligation will be one subcategory below the rating then assigned to such Reference Obligation by S&P and if the rating assigned to such Reference Obligation by S&P is on the then-current credit rating watch list with positive implications, then the rating of such Reference Obligation will be one subcategory above the rating then assigned to such Reference Obligation by S&P;

(2) if such Reference Obligation is not rated by S&P (other than an RMBS Agency Security), then an application may be made to S&P for a confidential credit estimate, which shall be the S&P Rating of such Reference Obligation; *provided* that pending receipt from S&P of such estimate, such Reference Obligation shall have an S&P Rating of "CCC-" if Counterparty believes that such estimate will be at least "CCC-"; or

(3) if such Reference Obligation is not rated by S&P and no application has been made to obtain an S&P Rating for such Reference Obligation pursuant to subclause (2) above, then the S&P Rating of such Reference Obligation may be implied only by reference to the chart set forth below so long as such referenced rating is a publicly monitored rating; *provided* that if such Reference Obligation is not rated by S&P, and Counterparty does not obtain an S&P Rating for such Reference Obligation pursuant to this subclause (a) then no more than 20% of the Reference Portfolio Notional Amount or the aggregate principal amount of Collateral Securities, as the case may be, may imply an S&P Rating pursuant to this subclause (a)(3).

Asset classes are eligible for notching if they are not first loss tranches or combination securities. If a Reference Obligation is publicly rated by two agencies, notch down as shown below will be based on the lowest rating. If publicly rated only by one agency, then notch down what is shown below minus one additional notch based on the public rating.

| | | Issued prior to 8/1/01 and the current rating is investment grade | Issued prior to 8/1/01 and the current rating is non investment grade | Issued after 8/1/01 and the current rating is investment grade | Issued after 8/1/01 and the current rating is non investment grade |
|---|---|---|---|---|---|
| 1. | CONSUMER ABS | -1 | -2 | -2 | -3 |
| | Automobile Loan Receivable Securities | | | | |
| | Automobile Lease Receivable Securities | | | | |
| | Car Rental Receivable Securities | | | | |
| | Credit Card Securities | | | | |
| | Healthcare Securities | | | | |
| | Student Loan Securities | | | | |
| 2. | COMMERCIAL ABS | -1 | -2 | -2 | -3 |
| | Cargo Securities | | | | |
| | Equipment Leasing Securities | | | | |
| | Aircraft Leasing Securities | | | | |
| | Small Business Loan Securities | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Restaurant and Food Services Securities | | | | |
| | Tobacco Litigation Securities | | | | |
| 3. | Non-RE-REMIC RMBS | -1 | -2 | -2 | -3 |
| | Manufactured Housing Loan Securities | | | | |
| 4. | Non-RE-REMIC CMBS | -1 | -2 | -2 | -3 |
| | CMBS - Conduit | | | | |
| | CMBS - Credit Tenant Lease | | | | |
| | CMBS - Large Loan | | | | |
| | CMBS - Single Borrower | | | | |
| | CMBS - Single Property | | | | |
| 5. | CDO/CLO CASH FLOW SECURITIES* | -1 | -2 | -2 | -3 |
| | Cash Flow CDO - at least 80% High Yield | | | | |
| | Cash Flow CDO - at least 80% Investment Grade | | | | |
| | Cash Flow CLO - at least 80% High Yield | | | | |
| | Cash Flow CLO - at least 80% Investment Grade | | | | |
| 6. | REITs | -1 | -2 | -2 | -3 |
| | REIT - Multifamily and Mobile Home Park | | | | |
| | REIT - Retail | | | | |
| | REIT - Hospitality | | | | |
| | REIT - Office | | | | |
| | REIT - Industrial | | | | |
| | REIT - Healthcare | | | | |
| | REIT - Warehouse | | | | |
| | REIT - Self Storage | | | | |
| | REIT - Mixed Use | | | | |
| 7. | RESIDENTIAL MORTGAGES | -1 | -2 | -2 | -3 |
| | Residential "A" | | | | |
| | Residential "B/C" | | | | |
| | Home equity loans | | | | |

* No notching permitted with respect to CDO Cashflow Securities.

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

**"Special Purpose Vehicle"**: An obligor organized in a sovereign jurisdiction that is commonly used as the place of organization for an entity for the purpose of reducing or eliminating tax liabilities for such entity, which shall be limited to the Bahamas, Bermuda, the Cayman Islands, the Channel Islands, the Isle of Man, Ireland, the Netherlands, Luxembourg or the Netherlands Antilles.

**"Structured Corporate Security"**: A security that represents the debt of a corporate obligor through the creation of a trust and the pledge of specific corporate assets.

**"Structured Finance Security"**: Any security that is an asset-backed security, mortgage-backed security, enhanced equipment trust certificate, collateralized debt obligation, collateralized bond obligation, collateralized loan obligation or similar instrument.

**"Structured Product Security"**: Any of the following types of securities: CDO Cashflow Securities, RMBS Securities, CMBS Securities, Wrapped Securities, REIT Debt Securities or Asset-Backed Securities.

**"Synthetic CDO Security"**: Securities that entitle the holders thereof to receive payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of proceeds to holders of such Securities) on the cash flow from (and not the market value of) a portfolio of primarily credit default swaps and, if applicable, related securities.

**"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).

**"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.

**"Weighted Average Life"**: As of any measurement date, the number obtained by (i) for each Reference Obligation, multiplying each scheduled principal payment by the number of years (rounded to the nearest hundredth) from such measurement date until such scheduled principal payment is due; (ii) summing all of the products calculated pursuant to subclause (i); and (iii) dividing the sum calculated pursuant to subclause (ii) by the sum of all scheduled principal payments due on all the Reference Obligations as of such measurement date.

**"Wrapped Securities"**: Securities (other than RMBS Agency Securities) that (i) have the benefit of a financial guarantee insurance policy or surety bond provided by a monoline or multiline insurer and (ii) are rated "Aaa" by Moody's or "AAA" by S&P, which ratings may take into consideration such financial guarantee insurance policy or surety bond.

**"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 **second revised** 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: Executive Director

Agreed and Accepted by:
Counterparty

By: _____
Name: Alan Frost
Title: Managing Director

**Schedule A**

**Weighted Average Life**

| Date | WAL (in years) |
|---|---|
| Effective Date to but excluding the Payment Date in July 2005 | 8.0 |
| Payment Date in July 2005 to but excluding the Payment Date in July 2006 | 7.5 |
| Payment Date in July 2006 to but excluding the Payment Date in July 2007 | 7.0 |
| Payment Date in July 2007 to but excluding the Payment Date in July 2008 | 6.5 |
| Payment Date in July 2008 to but excluding the Payment Date in July 2009 | 6.0 |
| Payment Date in July 2009 and thereafter | 5.5 |

**Schedule B**

| Ratings of a Reference Obligation or the servicer relating to a Reference Obligation | For Servicer's Aggregate Concentration of over 5% - Assigned Multiple of the Existing Correlation | For Servicer's Aggregate Concentration of over 12.5% - Assigned Multiple of the Existing Correlation | For Servicer's Aggregate Concentration of over 25% - Assigned Multiple of the Existing Correlation |
|---|---|---|---|
| Above "A" or "SQ1" | 1.00 | 1.10 | 1.20 |
| "A" or "SQ2" | 1.25 | 1.25 | 1.30 |
| "Baa"or below "SQ2"/ or no Servicer Rating | 1.40 | 1.40 | 1.50 |
| Below "Baa3" or below "SQ2"/ or no Servicer Rating | 1.50 | 1.75 | 2.00 |

**Schedule C**

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| COMET 2004-B3 B3 | 14041NBL4 | 20,000,000 | ABS Credit Card Security | A2 | A | 18-Jan-22 | 14-Apr-04 |
| MBNAM 1997-B B | 55262TCC5 | 20,000,000 | ABS Credit Card Security | A2 | A+ | 15-Aug-14 | 27-Feb-97 |
| SLMA 2003-C B | 78443CBD5 | 20,000,000 | ABS Student Loan Security | A1 | A | 15-Sep-32 | 09-Oct-03 |
| SLMA 2004-A B | 78443CBJ2 | 20,000,000 | ABS Student Loan Security | A1 | A | 15-Jun-33 | 25-Mar-04 |
| SLMA 2004-B B | 78443CBQ6 | 20,000,000 | ABS Student Loan Security | A1 | A | 15-Sep-33 | 26-May-04 |
| BACM 2004-1 B | 05947UPU6 | 20,000,000 | CMBS Conduit Security | | AA | 10-Nov-39 | 01-Mar-04 |
| BACM 2004-2 C | 05947URH3 | 12,811,000 | CMBS Conduit Security | Aa3 | AA- | 10-Nov-38 | 01-Apr-04 |
| BSCMS 2003-T12 B | 07383FXP8 | 20,000,000 | CMBS Conduit Security | Aa2 | | 13-Aug-39 | 01-Oct-03 |
| BSCMS 2004-T14 B | 07383FA81 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 21-Jan-41 | 01-May-04 |
| CSFB 2004-C1 C | 22541SAF5 | 18,240,000 | CMBS Conduit Security | Aa3 | AA- | 15-Jan-37 | 12-Mar-04 |
| GCCFC 2003-C1 B | 396789DW6 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 05-Jul-35 | 01-Jun-03 |
| GCCFC 2003-C2 B | 396789ET2 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 05-Jan-36 | 01-Dec-03 |
| GCCFC 2004-GG1 B | 396789FU8 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 10-Jun-36 | 01-May-04 |
| JPMCC 2004-C1 B | 46625MV89 | 20,000,000 | CMBS Conduit Security | Aa2 | | 15-Jan-38 | 01-Feb-04 |
| JPMCC 2004-CB8 D | 46625M2E8 | 20,000,000 | CMBS Conduit Security | A2 | A | 12-Jan-39 | 01-Mar-04 |
| LBUBS 2003-C8 D | 52108HXQ2 | 17,496,000 | CMBS Conduit Security | Aa3 | AA- | 15-Sep-37 | 11-Nov-03 |
| LBUBS 2004-C1 D | 52108HYN8 | 16,023,000 | CMBS Conduit Security | Aa3 | AA- | 15-Jan-36 | 11-Jan-04 |
| LBUBS 2004-C2 F | 52108HA53 | 13,890,000 | CMBS Conduit Security | A2 | A | 15-Mar-36 | 11-Mar-04 |
| LBUBS 2004-C4 D | 52108HE75 | 12,355,000 | CMBS Conduit Security | Aa3 | AA- | 15-Jun-36 | 11-May-04 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| MSC 2003-IQ6 B | 61745MUJ0 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 15-Dec-41 | 01-Dec-03 |
| MSC 2003-T11 C | 61746WH45 | 20,000,000 | CMBS Conduit Security | A2 | A | 13-Jun-41 | 01-Aug-03 |
| MSC 2004-HQ3 F | 61745MXG3 | 13,250,000 | CMBS Conduit Security | A2 | A | 13-Jan-41 | 01-Mar-04 |
| WBCMT 2004-C10 D | 929766NT6 | 20,000,000 | CMBS Conduit Security | A2 | A | 15-Feb-41 | 01-Feb-04 |
| WBCMT 2004-C11 C | 929766QX4 | 13,018,000 | CMBS Conduit Security | Aa3 | AA- | 15-Jan-41 | 01-Apr-04 |
| SURF 2004-BC1 M1 | 84751PBZ1 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Feb-35 | 30-Mar-04 |
| ABFC 2004-OPT2 M1 | 04542BFW7 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Aug-33 | 30-Mar-04 |
| AMSI 2004-R2 M2 | 03072SPJ8 | 18,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Apr-34 | 05-Apr-04 |
| ARSI 2004-W1 M1 | 040104FA4 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Mar-34 | 05-Feb-04 |
| ARSI 2004-W9 M1 | 040104LB5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 26-Jun-34 | 04-Jun-04 |
| BAYV 2003-G M1 | 073250AZ5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 28-Jan-39 | 23-Dec-03 |
| BAYV 2004-A M3 | 073249BW3 | 10,500,000 | RMBS Residential B/C Mortgage Security | A2 | A | 28-Feb-44 | 08-Apr-04 |
| CWL 2004-5 M2 | 1266716L5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa3 | AA+ | 25-Jul-34 | 27-May-04 |
| EMLT 2004-1 M1 | 29445FAV0 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Jan-34 | 15-Mar-04 |
| FHLT 2004-A M2 | 35729PCL2 | 20,000,000 | RMBS Residential B/C Mortgage Security | A2 | A | 25-Jan-34 | 20-Feb-04 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| GSAMP 2004-FM1 M1 | 36228FZK5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Nov-33 | 28-Jan-04 |
| GSAMP 2004-FM2 M2 | 36228FN36 | 20,000,000 | RMBS Residential B/C Mortgage Security | A2 | A | 25-Jan-34 | 30-Mar-04 |
| HEAT 2004-1 M2 | 437084AW6 | 20,000,000 | RMBS Residential B/C Mortgage Security | A2 | A+ | 25-Jun-34 | 02-Mar-04 |
| HEAT 2004-2 M1 | 437084BL9 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Jul-34 | 29-Mar-04 |
| HEAT 2004-3 M1 | 437084CE4 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Aug-34 | 03-May-04 |
| LBMLT 2004-1 M2 | 542514EV2 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Feb-34 | 05-Feb-04 |
| LBMLT 2004-2 M1 | 542514FX7 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Mar-34 | 25-Feb-04 |
| LBMLT 2004-3 M1 | 542514GM0 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa1 | AA+ | 25-Jul-34 | 07-Jun-04 |
| MSAC 2004-NC2 M1 | 61744CBJ4 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Dec-33 | 27-Feb-04 |
| MSAC 2004-NC3 M1 | 61744CBW5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Mar-34 | 16-Apr-04 |
| MSAC 2004-NC4 M1 | 61744CCH7 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Apr-34 | 27-May-04 |
| NHEL 2003-3 M1 | 66987XCV5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Dec-33 | 16-Sep-03 |
| NHEL 2003-4 M1 | 66987XDK8 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Feb-34 | 20-Nov-03 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| NHEL 2004-1 M2 | 66987XEB7 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Jun-34 | 11-Mar-04 |
| SABR 2004-NC1 M1 | 81375WAK2 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Feb-34 | 26-Apr-04 |
| SABR 2004-OP1 M1 | 81375WAB2 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Feb-34 | 25-Mar-04 |
| DUKE4 1A B | 26440HAG0 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 05-Jan-38 | 07-Jan-03 |
| LCM 1A B | 50181VAC1 | 17,000,000 | CLO Security | Aa2 | AA | 15-Jun-15 | 05-Jun-03 |
| NYLIM 2003-1A B | 62948MAB2 | 17,500,000 | CLO Security | Aa2 | AA | 18-Jul-15 | 30-Jul-03 |
| SCF 3A A3A | 83743SAC0 | 12,000,000 | CDO Structured Product Security | Aa1 | AA | 10-Aug-38 | 10-Jul-03 |
| BGRS 1A B | 09622UAE2 | 17,848,119 | CDO Structured Product Security | Aa2 | AA | 18-Aug-38 | 25-Jul-03 |
| GCCDO 2003-1A A2L | 38527YAD1 | 20,000,000 | CDO Structured Product Security | Aa1 | AA+ | 10-Sep-38 | 30-Jul-03 |
| DUKE5 1A 3 | 264402AE8 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 07-Aug-38 | 14-Aug-03 |
| CLOF 2003-1A B | 14309PAB9 | 20,000,000 | CLO Security | Aaa | AAA | 23-Sep-15 | 23-Sep-03 |
| CORON 1A B1 | 21976RAB2 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 04-Sep-38 | 04-Sep-03 |
| NEWCA 3A 2FL | 65105WAA4 | 15,000,000 | CDO Structured Product Security | Aa2 | AA | 24-Sep-38 | 09-Sep-03 |
| PTNM 2003-1A B | 74686PAJ9 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 15-Oct-38 | 08-Oct-03 |
| BALLY 2A B | 058739AB9 | 18,000,000 | CLO Security | Aa2 | AA | 20-Nov-15 | 05-Nov-03 |
| PBAY 2003-1A B | 69403UAC5 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 04-Nov-38 | 04-Nov-03 |
| ACCDO 3A B | 00388DAB9 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 06-Dec-38 | 04-Nov-03 |
| AQUIL 2003-1A B | 03841BAC6 | 12,000,000 | CLO Security | Aa2 | AA | 18-Jun-15 | 18-Dec-03 |
| SCF 4A B | 83743TAC8 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 05-Oct-38 | 16-Dec-03 |
| GALXY 2003-1A A | 36316XAA8 | 20,000,000 | CLO Security | Aaa | AAA | 15-Jan-16 | 15-Jan-04 |
| CAMBR 2A A2 | 132000AE0 | 20,000,000 | CDO Structured Product Security | Aa1 | AA | 08-Jun-62 | 18-Dec-03 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| TRAIN 2004-4A B | 89288TAB8 | 20,000,000 | CDO Structured Product Security | Aa1 | AA | 06-Nov-38 | 22-Jan-04 |
| ALEXP 2004-1A B | 014684AC8 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 15-Jun-39 | 26-Feb-04 |
| KNOLL 2004-1A B | 499169AC4 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 10-Jan-39 | 03-Mar-04 |
| DUKE6 2004-1A A2 | 264407AE7 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 08-Apr-39 | 22-Mar-04 |
| NEWCA 2004-4A 2FL | 65105YAG7 | 13,000,000 | CDO Structured Product Security | Aa2 | AA | 24-Mar-39 | 30-Mar-04 |
| STACK 2004-1A B | 85233VAB7 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 10-May-39 | 22-Apr-04 |
| ACCDO 4A B1 | 00388FAB4 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 12-Jul-39 | 08-Apr-04 |
| BGRS 2004-2A B | 09622WAB4 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 12-Apr-39 | 14-Apr-04 |
| FFML 2004-FF6 M2 | 32027NKK6 | 20,000,000 | RMBS Residential B/C Mortgage Security | A2 | A | 25-Jul-34 | 28-Jul-04 |
| HEAT 2004-5 M5 | 437084EA0 | 20,000,000 | RMBS Residential B/C Mortgage Security | A2 | A | 25-Nov-34 | 02-Aug-04 |
| PPSI 2004-WCW1 M1 | 70069fab3 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Sep-34 | 06-Aug-04 |
| GSAMP 2004-HE2 M2 | 36242DAE3 | 20,000,000 | RMBS Residential B/C Mortgage Security | A1 | AA- | 25-Sep-34 | 30-Jul-04 |
| CDCMC 2004-HE3 M1 | 12506YDF3 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Nov-34 | 26-Aug-04 |
| AABST 2004-3 M1 | 00764MCF2 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Sep-34 | 02-Jul-04 |
| BSABS 2004-FR1 M1 | 073879DE5 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA+ | 25-Jul-34 | 30-Jul-04 |
| INHEL 2004-A M1 | 456606EQ1 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-Jul-34 | 08-Jun-04 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| SURF 2004-BC2 M1 | 84751PCK3 | 20,000,000 | RMBS Residential B/C Mortgage Security | Aa2 | AA | 25-May-35 | 24-Jun-04 |
| DUKEF 2004-7A 3A | 264403AC0 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 08-Sep-39 | 12-Aug-04 |
| DUNHL 2004-1A B | 26545QAG4 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 04-Jan-41 | 16-Dec-04 |
| PALIS 2004-1A B1 | 696399AD6 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 22-Jul-39 | 15-Jul-04 |
| BLHV 2004-1A A2 | 078446AC5 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 03-Nov-44 | 14-Dec-04 |
| JPTR 2005-2A B | 48205YAC1 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 05-May-41 | 29-Mar-05 |
| MKP 3A B | 55311TAC8 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 08-May-39 | 07-Apr-04 |
| MKP 4A B | 553121AE4 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 12-Jul-40 | 09-Mar-05 |
| SCF 5A B | 84129VAG6 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 06-Aug-39 | 07-Jul-04 |
| WHTL 2004-1A A2 | 96254FAD9 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 09-Jun-44 | 09-Jun-04 |
| MADRE 2004-1A B | 82639RAD9 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 07-Sep-39 | 29-Jul-04 |
| JPTR 2004-1A B | 48205MAE3 | 20,000,000 | CDO Structured Product Security | Aa2 | AA | 04-Jan-41 | 02-Dec-04 |
| BACM 2004-5 AJ | 05947UXT0 | 20,000,000 | CMBS Conduit Security | Aaa | AAA | 10-Nov-41 | 01-Nov-04 |
| JPMCC 2005-LDP1 AJ | 46625YGQ0 | 20,000,000 | CMBS Conduit Security | Aaa | AAA | 15-Mar-46 | 01-Mar-05 |
| CSFB 2004-C5 AJ | 22541S2U1 | 20,000,000 | CMBS Conduit Security | Aaa | AAA | 15-Nov-37 | 01-Dec-04 |
| LBUBS 2005-C1 AJ | 52108H2W3 | 20,000,000 | CMBS Conduit Security | Aaa | AAA | 15-Feb-40 | 11-Jan-05 |
| COMM 2005-LP5 B | 20047PAJ6 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 10-May-43 | 01-Apr-05 |
| JPMCC 2004-CBX B | 46625YDG5 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 12-Jan-37 | 01-Nov-04 |
| WBCMT 2005-C16 B | 929766ZB2 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 15-Oct-41 | 01-Jan-05 |

| Reference Obligation | CUSIP | Notional Amount | Specified Type | Moody's Rating | S&P Rating | Rated Final Maturity | Dated Date |
|---|---|---|---|---|---|---|---|
| WBCMT 2005-C17 B | 929766C50 | 20,000,000 | CMBS Conduit Security | Aa2 | AA | 15-Mar-42 | 01-Mar-05 |
| GCCFC 2005-GG3 B | 396789JX8 | 12,068,881 | CMBS Conduit Security | Aa2 | AA | 10-Aug-42 | 01-Feb-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 are 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: