EXECUTION COPY

March 31, 2004

547106

Société Générale, New York Branch
1221 Avenue of the Americas
IRD Dept. - 12th Floor
New York, NY 10020

Re: Credit Derivative Transaction

Dear Sir/Madam:

Reference is made to the Credit Derivative Transaction (the "**Transaction**") entered into under the Confirmation dated as of March 31, 2004 (the "**Confirmation**") between AIG Financial Products Corp. ("**AIG-FP**") and Société Générale, New York Branch ("**Counterparty**"). Capitalized terms that are not defined herein shall have the meanings assigned to such terms in the Confirmation.

In connection with structuring the Confirmation, Counterparty agrees to pay to AIG-FP a structuring fee payable on each Fixed Rate Payer Payment Date (as set forth in Annex A attached hereto) during the term of the Transaction in an amount equal to the Structuring Fee (as defined below) for such Fixed Rate Payer Payment Date.

As used herein, "**Structuring Fee**" means with respect to a Fixed Rate Payer Payment Date the product of (i) the Structuring Fee Rate (as set forth in Annex A attached hereto), (ii) the aggregate of the Notional Amounts on each date in the Fixed Rate Payer Calculation Period, divided by the number of days in such period and (iii) the actual number of days from and including the immediately preceding Fixed Rate Payer Payment Date (or in the case of the first Fixed Rate Payer Payment Date, the Effective Date) (as defined in the Confirmation) to but excluding such Fixed Rate Payer Payment Date, divided by 360.

In the event the Confirmation terminates prior to its Scheduled Termination Date, Counterparty agrees to pay to AIG-FP on the Termination Date the positive difference (the "**Minimum Amount**") if any between (a) the product of 0.30% and the Maximum Principal Balance, and (b) the sum of (i) all amounts previously paid to AIG-FP by Counterparty in respect of Structuring Fee in accordance with the provisions hereof; and (ii) all amounts previously paid to AIG-FP as Fixed Payments pursuant to Section 2 of the Confirmation (for the avoidance of doubt, other than the Structuring Fee). The parties agree that payments owed by Counterparty to AIG-FP hereunder shall be treated as Unpaid Amounts for purposes of the calculation of any Settlement Amount under the Agreement (as defined in the Confirmation). As used herein, "**Maximum Principal Balance**" means the product of (x) 135/1170 and (y) the maximum principal balance of the Reference Obligation outstanding as of any date on or after the Effective Date.

In addition to the foregoing, the parties agree that this letter agreement:

(i) may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument;

(ii) may be supplemented, modified or amended by written instrument signed on behalf of each of the parties hereto;

(iii) shall be governed by, and construed in accordance with, the law of the State of New York;

(iv) neither party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent not to be unreasonably withheld;

(v) constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings among the parties;

(vi) shall terminate without any further action of the parties hereto upon the termination of the Confirmation.

Very Truly Yours,

AIG FINANCIAL PRODUCTS CORP.

By: _____
Name:
Title:
Date:

Acknowledged and Agreed:

SOCIÉTÉ GÉNÉRALE, NEW YORK BRANCH, as Counterparty

By: _____
Name: [redacted]
Title: SPECIALIST
Date: [redacted] OPERATIONS

EDOUARD KLEWE
DIRECTOR

DFP049116

## ANNEX

| FIXED RATE PAYER PAYMENT DATE | STRUCTURING FEE RATE |
|---|---|
| Each Fixed Rate Payer Payment Date occurring on or prior to the first anniversary of the Effective Date | 0.09 per cent per annum. |
| Each Fixed Rate Payer Payment Date occurring after the first anniversary of the Effective Date and falling on or prior to the second anniversary of the Effective Date | 0.07 per cent per annum. |
| Each Fixed Rate Payer Payment Date occurring after the second anniversary of the Effective Date and falling on or prior to the third anniversary of the Effective Date | 0.05 per cent per annum. |
| Each Fixed Rate Payer Payment Date occurring after the third anniversary of the Effective Date and falling on or prior to the fourth anniversary of the Effective Date | 0.03 per cent per annum. |
| Each Fixed Rate Payer Payment Date occurring after the fourth anniversary of the Effective Date | 0 per cent per annum. |

EXECUTION COPY

547106

DATE: March 31, 2004

TO: Société Générale, New York Branch

FROM: AIG Financial Products Corp.

SUBJECT: Credit Derivative Transaction (SGNY REFERENCE NO.: DFP049116)

The purpose of this letter agreement is to confirm the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the "Transaction") between AIG Financial Products Corp. ("AIG-FP") and Société Générale, New York Branch ("Counterparty"). The time at which this Transaction was entered into is available on request. If you have any questions regarding this Transaction please contact Jake Sun, Counsel, AIG Financial Products Corp. This letter agreement constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

This Confirmation is subject to and incorporates the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to such Definitions (as so supplemented, the "Credit Derivatives Definitions"), as published by the International Swaps and Derivatives Association, Inc. ("ISDA").

This Confirmation supplements, forms part of, and is subject to, the 1987 ISDA Interest Rate and Currency Exchange Agreement, dated as of July 12, 1988, as amended and supplemented from time to time (the "Agreement"), between you and us. Capitalized terms used but not defined in this Confirmation or in the Agreement have the meanings ascribed to them in the Indenture dated on or about March 31, 2004 (the "Indenture") among Lakeside CDO II, Ltd., Lakeside CDO II, Inc., and LaSalle Bank National Association, constituting the Reference Obligation.

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

1. **General Terms:**

| | |
|---|---|
| Trade Date: | March 31, 2004. |
| Effective Date: | March 31, 2004. |
| Scheduled Termination Date: | January 2, 2040, subject to the Following Business Day Convention. |
| Termination Date: | The earliest to occur of: (a) the Scheduled Termination Date, unless the Conditions to Settlement have been satisfied within the Notice Delivery Period; (b) the Optional Termination Date; (c) the Physical Settlement |

Date; and (d) the date on which the outstanding principal balance of the Reference Obligation is reduced to zero.

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

For purposes hereof:

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

(A) (i) As soon as reasonably practicable after becoming aware thereof, Buyer notifies Seller of a proposed amendment, modification or supplement to the Indenture in respect of which the Trustee has notified Holders (as defined in the Indenture) (the "Proposed Amendment");

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

(iii) the Proposed Amendment becomes effective with the Buyer or its transferee not having acted in accordance with the Adverse Amendment Notice,

Or,

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

(ii) Promptly upon becoming aware thereof, Buyer notifies Seller of such Purported Amendment and Seller provides (X) written notice of an objection

thereto; and (Y) a certificate signed by a managing director, or equivalent, stating that such Purported Amendment will have a material adverse effect on its legal, regulatory, economic, tax or accounting position in respect of this Transaction;

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

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

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

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

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

If Buyer fails to provide any notice required under this Transaction, Seller agrees that it will not designate an Early Termination Date pursuant to Section 5(a)(ii) in respect of such failure unless the Seller reasonably believes that such failure materially adversely affects its position in respect of this Transaction and/or the Reference Obligation.

Optional Termination II: If:

(x) a Materially Adverse Reference Obligation Amendment has occurred solely pursuant to Clause (A) of the definition thereof,

(y) Buyer or its transferee has acted in accordance with Seller's Adverse Amendment Notice described in Clause (A)(ii) of the definition of Materially Adverse Reference Obligation Amendment, and Buyer has provided written evidence of its or such transferee's vote, consent or other action in connection with such amendment, and

(z) despite the action of Buyer or its transferee, as the case may be, the final vote of the Holders of the Reference Obligation in respect of such Amendment is a result that is contrary to the wishes of Seller, then

Seller shall be entitled to declare by notice to the Buyer, within five (5) Business Days of the effective date of such vote, consent or other action, that a Termination Event has occurred with respect to this Transaction and that this Transaction shall be terminated on the Optional Termination Date to be specified in such notice. In the event that such a Termination Event is declared, a termination payment in respect of this Transaction shall be determined pursuant to Section 6(e) of the Agreement with Seller as the Affected Party and Second Method and Market Quotation applying.

| | |
|---|---|
| Optional Termination Date: | Any date specified as such in an irrevocable written notice from Seller to Buyer delivered at least 5 Business Days prior to such date, falling on or after the Effective Date and prior to the Scheduled Termination Date, provided that such Optional Termination Date shall in no event be more than 10 Business Days following the effective date of the relevant Materially Adverse Reference Obligation Amendment. |
| Floating Rate Payer: | AIG-FP (the "Seller"). |
| Fixed Rate Payer: | Counterparty (the "Buyer"). |
| Calculation Agent: | Seller. |
| Calculation Agent City: | New York. |
| Business Day(s): | New York; provided that (i) for the purpose of determining the Physical Settlement Date, such date must also be a Business Day in any jurisdiction on which financial institutions must be open in order to effect Settlement of the Deliverable Obligation being Delivered and (ii) for the purpose of determining Fixed Rate Payer Payment Dates for each Transaction, Business Days shall be New York only. |

| | |
|---|---|
| Business Day Convention: | Following (which, subject to Section 1.4 and 1.6 of the Credit Derivatives Definitions, shall apply to any date referred to in this Confirmation, that falls on a day that is not a Business Day). |
| Reference Entity: | Lakeside CDO II, Ltd. and Lakeside CDO II, Inc. |
| Reference Obligation: | Class A-1 First Priority Senior Secured Floating Rate Delayed Draw Notes due January 2, 2040 (CUSIP# 51210VAA8). |
| Reference Price: | 100% |
| All Guarantees: | Not Applicable. |
| Notional Amount: | With respect to any date of determination, an amount equal to the product of (x) 135/1170 and (y) the total outstanding principal amount of the Reference Obligation as of such date. |

2. **Fixed Payments:**

| | |
|---|---|
| Fixed Rate Payer | The 2nd day of each January, April, July and October of each year during the Term hereof, commencing on October, 2004 and ending on the Termination Date. |
| Fixed Amounts: | On each Fixed Rate Payer Payment Date, the aggregate of the Notional Amounts on each date in the Fixed Rate Payer Calculation Period, divided by the number of days in such period, multiplied by (i) the Fixed Rate and (ii) the Fixed Rate Day Count Fraction. |
| Fixed Rates: | As set forth on Annex A attached hereto. |
| Fixed Rate Day Count Fraction: | Actual/360 |
| Structuring Fee; Additional Payments: | Counterparty shall pay to AIG-FP the structuring fee payable pursuant to the letter agreement between the parties dated the date hereof (the "Structuring Fee Letter") on the dates and in the amounts specified therein. The parties agree that payments under the Structuring Fee Letter shall be treated as payments owed under this Transaction for all purposes under the Swap Agreement and that in the event this Transaction terminates amounts owed by Counterparty to AIG-FP under the Structuring Fee Letter shall be treated as Unpaid Amounts. |

3. **Floating Payments**:

Floating Rate Payer

| | |
|---|---|
| Calculation Amount: | As of the Physical Settlement Date, an amount equal to the Notional Amount, on such date. |
| Conditions to Settlement: | Credit Event Notice<br>Notifying Party: Buyer or Seller<br><br>Notice of Physical Settlement<br><br>Notice of Publicly Available Information: Applicable, except as hereinafter provided.<br><br>Public Source(s): Standard Public Sources<br><br>Specified Number: Two<br><br>Notwithstanding anything herein to the contrary, a Trustee Report relating to the Reference Obligation delivered to Seller shall constitute satisfactory notice of the occurrence of a Credit Event. Accordingly, delivery of such a report shall obviate any and all requirements hereunder relating to Publicly Available Information. |

Credit Events:

The following Credit Event shall apply to each Transaction:

Failure to Pay

Grace Period Extension: Not Applicable

Payment Requirement: USD 10,000.

Obligation:

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

4. **Settlement Terms**:

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

Deliverable Obligations:

| | |
|---|---|
| Deliverable Obligation Category: | Reference Obligations only. |
| Deliverable Obligation Characteristics: | Not Applicable. |
| Excluded Deliverable Obligations: | Not Applicable. |
| Partial Cash Settlement of Consent Required Loans: | Not Applicable. |
| Partial Cash Settlement of Assignable Loans: | Not Applicable. |
| Partial Cash Settlement of Participations: | Not Applicable. |
| Escrow: | Not Applicable. |

5. Collateral Terms:

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

Exposure = OPB * (Max [0, [100% – MV] – T] + IAP)

Where:

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

MV = the market value of the Reference Obligation on the relevant Valuation Date (expressed as a percentage of par) as determined by the Calculation Agent; provided, however, that if Counterparty, in good faith, disagrees with Calculation Agent's determination, Seller and Counterparty agree (i) that the determination as to the market value of the Reference Obligation shall be determined by a leading, independent dealer in derivatives selected by agreement between the parties within one Business Day of such disagreement (the "Independent Dealer") whose fees and expenses shall be met equally by both parties, and (ii) if Counterparty and Seller are unable to agree on an Independent Dealer, Counterparty and Seller shall each elect a leading independent dealer in derivatives and such two dealers shall agree on a third dealer, who shall be deemed to be the Independent Dealer, and (iii) to be bound by the determination of the Independent Dealer.

T = the "Threshold Amount Percentage", as set forth in the table below based on the Party A Rating on the relevant Valuation Date and the Bond Rating of the Reference Obligation on such Valuation Date.

IAP = the "Independent Amount Percentage", as set forth in the table below based on the Party A Rating on the relevant Valuation Date and the Bond Rating of the Reference Obligation on such Valuation Date.

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

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

"Moody's Rating": (i) with respect to Party A, the rating then assigned by Moody's to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Party A and (ii) with respect to the Reference Obligation, the ratings then assigned by Moody's to such security.

"S&P Rating": (i) with respect to Party A, the rating then assigned by S&P to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Party A and (ii) with respect to the Reference Obligation, the ratings then assigned by S&P to such security.

6. **Additional Covenants:**

(a) Counterparty will provide AIG-FP with notice of each non-payment of principal and interest by Counterparty with respect to the Reference Obligation (separately identifying the amount of principal and the amount of interest not received) within 5 Business Days of the date such payment was expected.

(b) Both Buyer and Seller agree that nothing herein shall be interpreted as a requirement that Buyer own, hold or control any Reference Obligation or any interest therein.

7. **Notice and Account Details:**

Contact Details for Notices:

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

Counterparty: As set out in the Swap Agreement.

Account Details:

| | |
|---|---|
| AIG-FP: | The Bank of New York, New York<br>CHIPS ABA 001<br>ABA#: 021000018<br>SWIFT IRVTUS3N<br>A/C: AIG Financial Products<br>A/C #: 8900416084<br>UID 298453 |
| Counterparty: | Account for USD Payments:<br>Federal Reserve Bank of New York<br>ABA 026-004-226<br>F/O Societe Generale, New York Branch |

AIGFP Settlements:

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

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

Societe Generale, New York Branch
1221 Avenue of the Americas
IRD Dept. - 12th Floor
New York, NY 10020
Attn: IRD Operations Group
Telephone: 212-278-6976 or 7344
Facsimile: 212-278-7136

All other inquiries and Notices send to: Societe Generale, New York Branch
Attn: Thomas Athan / Edouard Klehe
Telephone: 203-861-5400
Facsimile: 203-861-5458

All inquiries regarding confirmations should be sent to:

Societe Generale, New York Branch
Attn: IRD Documentation Group
Telephone: 212-278-7182 / 7145
Facsimile: 212-278-7650

8. **Additional Provisions:**

| | |
|---|---|
| Governing Law: | New York. |
| Termination Currency: | USD |
| Documentation: | The Swap Agreement. |
| Credit Support Documents: | The Guarantee of the Credit Support Provider of AIG-FP. |
| Additional Representations: | Each of the parties hereto represents and warrants to the other that (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (ii) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction, (iii) no |

communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction, (iv) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of the Transaction and it is also capable of assuming, and assumes, the risks of this Transaction, and (v) the other party is not acting as a fiduciary for, or an adviser to, it in respect of this Transaction.

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

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

Yours sincerely,
AIG FINANCIAL PRODUCTS CORP.

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

Agreed and Accepted:

SOCIÉTÉ GÉNÉRALE, NEW YORK BRANCH

By:_____
Name:
Title:

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

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

Yours sincerely,
AIG FINANCIAL PRODUCTS CORP.

By:_____
Name:
Title:

Agreed and Accepted:

SOCIÉTÉ GÉNÉRALE, NEW YORK BRANCH

By: _____
Name: Edouard KLENE
Title: Director

Liliana Gowdie
Liliana Gowdie
Specialist
Derivative Operations

Annex A

| FIXED RATE PAYER PAYMENT DATE | FIXED Rate |
|---|---|
| Each Fixed Rate Payer Payment Date occurring on or prior to the first anniversary of the Effective Date | Notional Amount * 0.02% per annum * |
| Each Fixed Rate Payer Payment Date occurring after the first anniversary of the Effective Date and falling on or prior to the second anniversary of the Effective Date | Notional Amount * 0.04% per annum |
| Each Fixed Rate Payer Payment Date occurring after the second anniversary of the Effective Date and falling on or prior to the third anniversary of the Effective Date | Notional Amount * 0.06% per annum |
| Each Fixed Rate Payer Payment Date occurring after the third anniversary of the Effective Date and falling on or prior to the fourth anniversary of the Effective Date | Notional Amount * 0.08% per annum |
| Each Fixed Rate Payer Payment Date occurring after the fourth anniversary of the Effective Date | Notional Amount * 0.11% per annum |