601

753332

AIG FINANCIAL PRODUCTS CORP.
50 Danbury Road
Wilton, CT 06897-4444

March 10, 2005

Re: Total Return Swap Transaction

Dear Sir or Madam:

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of one or more Transactions each in respect of a particular Tranche (as defined herein) entered into between us as specified below. This confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

There may be multiple Transactions and multiple Termination Dates (including in respect of one Transaction as set forth herein) under this Confirmation. This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated September 13, 1995, as amended from time to time (the "**Agreement**"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below:

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

1. **General Terms:**

| | |
|---|---|
| Party A: | Deutsche Bank AG, Cayman Islands Branch |
| Party B: | AIG Financial Products Corp. |
| Trade Date: | March 10, 2005 |
| Effective Date: | March 10, 2005 |
| Termination Date: | With respect to each Subtranche 1 of a Tranche, the second anniversary of the related Addition Date (the "**Subtranche 1 Termination Date**"); with respect to Subtranche 2 of each such Tranche, the date which is three months following the Subtranche 1 Termination Date; and with respect to each Subtranche of such Tranche thereafter, the date which is three months following the Termination Date for the immediately preceding Subtranche. The Termination Date for each Subtranche 12 of a Tranche (and the Termination Date for the Transaction to which such Tranche relates) shall be the third month preceding the third anniversary of |

the related Subtranche 1 Termination Date of such Tranche; provided, however, that the Termination Date for any Transaction as to which an Early Termination Event or Additional Termination Event shall have occurred shall be the related Early Termination Date. The Termination Date for all Transactions under this Confirmation shall be the last Termination Date as determined above.

Subject Securities:

The Notes (as defined in the Administration Agreement) and/or Class A-1 Notes (as defined in the Indenture) relating to a Transaction (the "**Subject Securities**") as set forth in Annex 1 hereto, as the same may be supplemented from time to time to reflect the addition thereto of additional Subject Securities (each, an "**Addition**"). Each of the parties hereto acknowledge that no Subject Securities will be listed on Annex 1 on the Trade Date.

Any such supplement shall automatically be effective with respect to the related Tranche and Subject Securities as of the date (the "**Addition Date**") which is the earlier of (a) the date of receipt by Party A of written notice from the Administrator at or prior to 12:00 noon on the Put Settlement Date relating to such Subject Securities (or the next Business Day if received after 12:00 noon on such Put Settlement Date) that the conditions to settlement of the put option under the Put Agreement have been satisfied with respect to such Subject Securities and that Party B is required to purchase such Subject Securities under the Put Agreement; provided that Party A shall not have received contrary instructions from Party B as of 5:00 p.m. on the date immediately preceding such Put Settlement Date, or (b) the date of receipt by Party A of written notice from Party B at or prior to 12:00 noon on the Put Settlement Date relating to such Subject Securities (or the next Business Day if received after 12:00 noon on such Put Settlement Date) that (i) the conditions to settlement of the put option under the Put Agreement have been satisfied with respect to such Subject Securities, (ii) Party B is required to purchase such Subject Securities under the Put Agreement and (iii) Party B wishes to supplement Annex 1 hereto by adding such Subject Securities to Annex 1.

The latest date of any such supplement that may occur hereunder in respect of any Transaction shall be the last Put Settlement Date as determined pursuant to the Put Agreement.

Transactions:

Each Addition shall constitute a separate Transaction and evidence a separate "**Tranche**" hereunder; provided, that Party A may, by delivering written

notice to Party B on or prior to the related Addition Date, subdivide an Addition into any number of separate equal parts, each of which shall constitute a separate "Tranche" hereunder.

| | |
|---|---|
| Maximum Notional Amount: | Up to $15,000,000,000 aggregate Original Reference Balance at any date (or such higher amount approved by Party A in writing). **"Original Reference Balance"** means, with respect to any Subject Security, the Note Principal Balance of such Subject Security as of the related Initial Exchange Date. **"Note Principal Balance"** means (i) in the case of Notes, the Calculation Balance thereof, and (ii) in the case of Class A-1 Notes, the Note Balance thereof.<br><br>Each Tranche shall be subdivided into twelve equal **"Subtranches"** identified as Subtranche 1 through 12, respectively. |
| Calculation Agent: | Party A. |
| Business Days: | As defined in the Administration Agreement. |

**2. Initial Exchange Amounts**

| | |
|---|---|
| Initial Exchange Date: | With respect to each Tranche, the related Addition Date for such Tranche. |
| Party A Initial Exchange Amount: | With respect to each Tranche, an amount in U.S. Dollars equal to the lesser of (i) an amount equal to the aggregate Original Reference Balance of the related Subject Securities of such Tranche and (ii) an amount equal to the market value of the related Subject Securities as of the related Initial Exchange Date, as determined by the Calculation Agent, to be delivered to or to the order of Party B not later than 2:00 p.m. New York time on the Addition Date relating to such Tranche. |
| Party B Initial Exchange Amount: | With respect to each Tranche, the delivery to Party A of the related Subject Securities; provided that Party B's delivery obligations hereunder shall be satisfied if Party B has irrevocably instructed the Indenture Trustee (in the case of Class A-1 Notes) or the Administrator (in the case of Notes) to transfer such Subject Securities to Party A by 2:00 p.m. New York time on the related Initial Exchange Date.<br><br>**"Subject Securities Initial Amount"** means, with respect to a Tranche and the related Subject Securities, an amount of Subject Securities having a principal amount equal to the aggregate Original Reference Balance of such Subject Securities. |

## 3. Final Exchange Amounts

| | |
|---|---|
| Final Exchange Dates: | With respect to each Subtranche, the related Termination Date for such Subtranche. |
| Party A Final Exchange Amount: | With respect to each Subtranche, the Subject Securities Equivalent for such Subtranche.<br><br>**"Subject Securities Equivalent"** means, with respect to each Subtranche, (i) if clause (ii) below shall not apply, the Subject Securities Current Subtranche Amount, or (ii) if Party B shall make prior written request to Party A, Party A shall, in lieu of delivering to Party B such Subject Securities Current Subtranche Amount, sell such Subject Securities Current Subtranche Amount for an amount equal to the prevailing market value of such Subject Securities Current Subtranche Amount (the **"Market Price Amount"**), and the "Subject Securities Equivalent" shall be such Market Price Amount; provided, that Party A shall, not later than 3:00 p.m., three Business Days prior to the proposed date of sale of such Subject Securities Current Subtranche Amount, give notice to Party B of the related Market Price Amount, and if Party B shall notify Party A of its objection thereto not later than 5:00 p.m. on such date, this clause (ii) shall not apply; and provided further, that if any of the Subject Securities Retention Option, the Subject Securities Party B Call Option or the Party A First Refusal Right has been exercised with respect to such Subtranche, the Subject Securities Equivalent shall be zero.<br><br>**"Subject Securities Current Subtranche Amount"** means, with respect to any Subtranche and date of determination, an amount of Subject Securities having a principal amount equal to the then (as of such date of determination) outstanding Note Principal Balance of one-twelfth (based on the Subject Securities Initial Amount of the related Tranche) of the Subject Securities comprising the related Tranche as of the related Addition Date. |
| Party B Final Exchange Amount: | With respect to each Subtranche, the greater of (a) zero and (b) the related Party B Notional Repayment Amount; provided, that if any of the Subject Securities Retention Option, the Subject Securities Party B Call Option or the Party A First Refusal Right has been exercised with respect to a Subtranche, the Party B Final Exchange Amount for such Subtranche shall be zero. |

**"Party B Notional Repayment Amount"** means, with respect to a Subtranche, 1/12 of the related Party A Initial Exchange Amount, reduced *pro rata* by any principal payments received in respect of Subtranches outstanding hereunder from time to time in the period from and including the Addition Date to and including the related Termination Date.

**4. Fixed Amounts**

| | |
|---|---|
| Fixed Rate Payer A: | Party A |
| Fixed Rate Payer A Payment Dates: | With respect to each Subtranche, (i) each Regular Payment Date (as defined in the Administration Agreement) and (ii) the related Termination Date. |
| Fixed Amount A: | With respect to each Fixed Rate Payer A Payment Date and each Subtranche with respect to which a Termination Date has not occurred, the aggregate of any amounts paid as interest in respect of the Subject Securities Current Subtranche Amount to a holder thereof during the related Calculation Period. |
| Fixed Rate Payer B: | Party B |
| Fixed Rate Payer B Payment Dates: | With respect to each Subtranche, (i) each Regular Payment Date (as defined in the Administration Agreement) and (ii) the related Termination Date. |
| Fixed Amount B: | With respect to each Subtranche, if at the time of determination, the cost of funds (expressed as a per annum rate) paid by Party A to finance the related Subject Securities as evidenced in a writing delivered to Party B by Party A (the **"Cost of Funds"**) is: (a) greater than or equal to a rate equal to LIBOR plus 0.24% per annum, then the Fixed Amount B shall equal the product of (i) LIBOR plus 0.24% per annum, (ii) the Fixed Amount B Reference Balance and (iii) the Day Count Fraction; or (b) lower than a rate equal to LIBOR plus 0.24% per annum, then the Fixed Amount B shall equal the product of (i) a rate equal to (1) LIBOR plus 0.24% per annum minus (2) the lesser of (A) 0.06% per annum and (B) the product of (I) 25% and (II) the excess of (x) LIBOR plus 0.24% per annum over (y) the Cost of Funds, (ii) the Fixed Amount B Reference Balance and (iii) the Day Count Fraction. **"Day Count Fraction"** means a fraction, the numerator of which is the number of days in the related Calculation Period and the denominator of which is 360. **"Fixed Amount B Reference Balance"** means the weighted average |

daily Subject Securities Current Subtranche Amount during the related Calculation Period.

**"LIBOR"**: As of any date of determination, the London Interbank Offered Rate as of such date of determination for the related Calculation Period, as calculated in accordance with the definition of "LIBOR" in the Indenture.

Calculation Period: With respect to each Subtranche and Fixed Rate Payer A Payment Date, the period commencing on and including the Fixed Rate Payer A Payment Date preceding such Fixed Rate Payer A Payment Date (or, in the case of the first Fixed Rate Payer A Payment Date, commencing on and including the first Addition Date) to but excluding such Fixed Rate Payer A Payment Date.

Fixed Rate Day Count Fraction: Actual/360.

**5. Notice and Account Details**

Telephone and/or Facsimile Numbers and Contact Details for Notices:

**Party B**:

**AIG Financial Products Corp.**
50 Danbury Road
Wilton, CT 06897-4444
Attention: Alan Frost and Chief Financial Officer
Telephone Number: (203) 222-4714
Facsimile Number: (203) 222-4780

**Party A**:

Deutsche Bank AG, Cayman Islands Branch
60 Wall Street
New York, New York 10005
Attention: Robert Karlovits
Telephone Number: (201) 593-2168
Facsimile Number: (732) 460-7193

**Account Details**

Account Details of Party A:

Deutsche Bank Trust Co. of the Americas
ABA # 021001033
Swift Code: BKTRUS33
A/C: Deutsche Bank NY Loan Ops
A/C #: 60200119
Reference: CMBS NA (contact John Griffin)

| | |
|---|---|
| Account Details of Party B: | 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 |

**6. Additional Provisions**

**(i) Dispute Resolution.**

In the event that a party (the **"Disputing Party"**) does not agree with any determination made (other than one as to which the sole discretion of the determining party has been specified herein) or the failure to make any determination (other than one as to which the sole discretion of the determining party as to whether to make such determination has been specified herein) by the Calculation Agent or the other party (the **"Determining Party"**), the Disputing Party shall have the right to require that the Determining Party have such determination made by a disinterested independent third party that is a dealer of derivative obligations and that is, or whose affiliates are dealers in obligations of the type of the Subject Securities, but is not an affiliate of either party (the **"Substitute Calculation Agent"**). Such Substitute Calculation Agent shall be selected by the parties upon mutual agreement, and if the parties do not agree on a Substitute Calculation Agent, each party shall select a disinterested independent third party dealer of derivative obligations and those two dealers shall select a third dealer, which will be the "Substitute Calculation Agent." Any exercise by the Disputing Party of its rights hereunder must be in writing and shall be delivered to the Determining Party no later than the Business Day following the Business Day on which the Determining Party notifies the Disputing Party of any determination made (or of the failure to make any determination). Any determination by the Substitute Calculation Agent shall be binding in the absence of manifest error and shall be made as soon as possible but no later than within five Business Days of the Disputing Party's exercise of its rights hereunder. The costs of such Substitute Calculation Agent shall be borne by (i) the Disputing Party if the disinterested third party substantially agrees with the Determining Party's determination or (ii) the non-Disputing Party if the disinterested third party does not substantially agree with the Determining Party. Determinations as to any amounts due shall (if possible) be calculated retrospectively with reference to the actual amount that was due on any payment date. Interest on any amounts due that are subject to dispute shall be paid from (and including) the date of non-payment to (but excluding) the date such amount is paid, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

**(ii) Duties of the Calculation Agent and Representations**

The Calculation Agent's calculations and determinations shall be made in good faith, in a commercially reasonable manner and shall, subject to Section 6(i), be binding in the absence of manifest error.

The Calculation Agent is not acting as a fiduciary for or as an advisor to Party B in respect of its duties as Calculation Agent in connection with this Transaction.

**(iii) Additional Representations and Agreements**

**(a) Additional Representations.** Each of Party A and Party B represent to the other that:

(1) ***Non-Reliance*** It is acting for its own account, and it has made its own independent decision to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. It has not received from the other party any assurance or guarantee as to the expected results of the Transaction.

(2) ***Assessment and Understanding*** 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. It is also capable of assuming, and assumes, the risks of the Transaction.

(3) ***Status of Parties*** It has entered into the Agreement and any Credit Support Document, and is entering into the Transaction and any other documentation relating hereto or thereto as principal, and not as agent and in any other capacity, fiduciary or otherwise.

**(b) Additional Agreements.** Each of Party A and Party B agree that:

(1) the credit support annex, dated September 13, 1995, between Party A and Party B, as amended, shall not be applicable to the Transactions evidenced by this Confirmation;

(2) notwithstanding Section 6(e) of the Agreement and Part 1(f) of the Schedule, if an Early Termination Date is designated (other than as a result of an Additional Termination Event) and, in relation to the relevant Event of Default or Termination Event, any of Party A and/or Party B are considered Defaulting and/or Affected Parties, clause (3) below shall apply; provided, however, that if Party A or Party B shall fail to fulfil its obligation to pay or deliver as determined pursuant to clause (3) below within five (5) Business Days after such Early Termination Date, this clause (2) shall no longer apply; and

(3) where clause (b)(2) above applies:

(I) neither Party A nor Party B shall be entitled to recover in respect of any loss or prejudice arising as a consequence of loss of bargain or cost of funding or any consequential losses, costs or expenses;

(II) Party B shall pay Party A an amount equal to (x) the sum of (A) the related Party B Final Exchange Amount for all then-outstanding Subtranches of all Tranches, and (B) any Unpaid Amounts due to Party A by Party B, minus (y) any Unpaid Amounts due to Party B by Party A; and

(III) Party A shall deliver to Party B the Subject Securities Equivalent for all then-outstanding Subtranches of all Tranches.

**7. Additional Termination Events; Right to Rehypothecate**

**(a) Additional Termination Events**

(i) The occurrence of any of the following events with respect to a Tranche shall constitute an Additional Termination Event solely in respect of such Tranche:

(A) Party A determines in its sole discretion, upon the giving of two Business Days' written notice to Party B (a "**Liquidation Notice**") prior to the proposed effective date thereof as specified in such notice (the "**Subject Securities Retention Date**"), to retain its right, title and interest in and to the related Subject Securities Current Tranche Amount (the "**Subject Securities Retention Option**").

"**Subject Securities Current Tranche Amount**" means, with respect to any Tranche and date of determination, an amount of Subject Securities in a principal amount equal to the then (as of such date of determination) outstanding Note Principal Balance of the Subject Securities comprising such Tranche.

Upon the provision by Party A to Party B of a Liquidation Notice, an Early Termination Date with respect to the related Tranche will occur upon the Subject Securities Retention Date in accordance with Section 6(c)(i), and Party A and Party B shall have no further payment obligations in respect of such Tranche (including any Termination Payment) other than the payment of any Unpaid Amounts with respect to such Tranche.

(B) Party B determines in its sole discretion, upon the giving of at least two Business Days' written notice to Party A (a "**Call Notice**") prior to the proposed date of repurchase as specified in such notice (the "**Repurchase Date**"), to repurchase its right, title and interest in and to the related Subject Securities Current Tranche Amount (the "**Subject Securities Party B Call Option**") at a price equal to the greater of (a) zero and (b) (i) the Party B Notional Repayment Amount as of such Repurchase Date (such amount, the "**Repurchase Amount**"); provided, however, that upon the provision of a Call Notice by Party B, Party A shall have the right (the "**Party A First Refusal Right**") to retain such Subject Securities Current Tranche Amount upon the giving of notice to Party B not less than one Business Day prior to the Repurchase Date.

Upon the provision by Party B to Party A of a Call Notice or upon the provision by Party A to Party B of the notice in respect of its exercise of the Party A First Refusal Right that it has chosen to designate an Additional Termination Event, an Early Termination Date with respect to the related Tranche will occur on the Repurchase Date in accordance with Section 6(c)(i), and, where Party A does not exercise the Party A First Refusal Right, Party B shall purchase the related Subject Securities Current Tranche Amount from Party A on the Repurchase Date for the Repurchase Amount and, in either case, Party A and Party B shall have no further payment obligations in respect of such Transaction (including any Termination Payment) other than the payment of any Unpaid Amounts with respect to such Tranche.

**(b) Right to Rehypothecate.** Notwithstanding anything herein to the contrary, Party A shall have the right, at any time, to rehypothecate, transfer or otherwise sell its right, title and interest in and to all or any portion of any Subject Securities without notice to or the consent

of Party B (and no such rehypothecation, transfer or sale shall constitute an Additional Termination Event unless Party A elects such option in accordance with the procedures set forth in paragraph 7(a)(i)(A) above); provided, that no such rehypothecation, transfer or sale shall affect, diminish or cancel (x) the status of such obligations as Subject Securities hereunder or (y) any obligation of Party A hereunder at any time to (i) pay any Party A Fixed Amounts otherwise required to be paid hereunder or (ii) if applicable, subsequently deliver the Subject Securities Equivalent to Party B as provided in and subject to paragraph 3 herein or otherwise prejudice any right of Party B hereunder.

**8. Voting Rights**

So long as Party A owns a Subject Security, within one Business Day after actual receipt by Party A of notice of any meeting of holders of such Subject Security, or other occasion for the exercise of voting rights or the giving of consents in respect of such Subject Security ("**Voting Rights**"), Party A shall give notice to Party B, setting forth (i) such information as is contained in such notice, (ii) a statement that Party B shall be entitled to instruct Party A as to the exercise of Voting Rights, and (iii) a statement as to the manner in which instructions may be given to Party A to give a discretionary proxy to a person designated in the notice received by Party A. Upon the written request of Party B, received on or before the date established by Party A for such purpose, Party A shall vote in accordance with any nondiscretionary instructions of Party B set forth in such written request. Party A shall not exercise such Voting Rights except as specifically authorized and directed in written instructions from Party B; provided, however that Party A may exercise such Voting Rights if Party B has not provided any such instructions to Party A any later than the date established by Party A for such purpose in the related written request; and provided further, that Party A shall not exercise any such Voting Rights in a manner inconsistent with the documents governing the related Subject Securities.

**9. Capitalized Terms**

Capitalized terms used in this Confirmation but not otherwise defined shall have the meanings set forth or defined by reference in the (i) the Indenture dated as of March 10, 2005 among MAX Ltd., MAX Corp. and LaSalle Bank National Association, as trustee (the "**Indenture**"), (ii) the Administration Agreement, dated as of March 10, 2005 (the "**Administration Agreement**") among Max-MM Limited, LaSalle Bank National Association and Deutsche Bank AG, New York Branch, or (iii) the put confirmation dated March 10, 2005 between Party B and MAX-MM Limited (together with the ISDA master agreement and schedule relating thereto, the "**Put Agreement**").

**10. Payments**

During the Term, Party B shall pay to Party A, promptly upon receipt, all payments in respect of the Subject Securities actually received by or on behalf of Party B.

**11. Governing Law**

New York.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation delivered at closing.

Yours sincerely,

AIG FINANCIAL PRODUCTS CORP.

By: _____
Name: Alan Frost
Title: Managing Director

Confirmed as of the date
first above written:

DEUTSCHE BANK AG, CAYMAN ISLANDS BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation delivered at closing.

Yours sincerely,

AIG FINANCIAL PRODUCTS CORP.

By: _____
Name:
Title:

Confirmed as of the date
first above written:

DEUTSCHE BANK AG, CAYMAN ISLANDS BRANCH

By: _____
Name:
Title: Christopher E. Tognola
Director

By: _____
Name: Christine Belbus
Title: Vice Presid

**ANNEX 1**

**Subject Securities**

| Subject Securities | Original Reference Balance | Addition Date |
| --- | --- | --- |

AIG FINANCIAL PRODUCTS CORP.
50 Danbury Road
Wilton, CT 06897-4444

March 10, 2005

Re: Asset Swap Transaction

Dear Sir or Madam:

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the various Transactions entered into between us as specified below. This confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated September 13, 1995, as amended from time to time (the "**Agreement**"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below:

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

**1. General Terms:**

| | |
|---|---|
| Party A: | Deutsche Bank AG, Cayman Islands Branch |
| Party B: | AIG Financial Products Corp. |
| Trade Date: | March 10, 2005 |
| Effective Date: | March 10, 2005 |
| Termination Date: | With respect to each Subtranche of a Tranche, the Termination Date for the Related Subtranche as set forth in the Total Return Swap. The Termination Date for all Transactions under this Confirmation shall be the last Termination Date as determined above.<br><br>The Subject Securities of a Transaction are hereinafter referred to as a "**Tranche**". Unless otherwise agreed by Party A, each Tranche shall be subdivided into twelve equal "**Subtranches**" identified as Subtranche 1 through 12, respectively. Each Tranche shall evidence a separate Transaction hereunder. |

| | |
|---|---|
| | **"Related Tranche"** and **"Related Subtranche"** mean, with respect to the Subject Securities of a Tranche or Subtranche hereunder, the corresponding "Tranche" or "Subtranche", as applicable, of such Subject Securities under the Total Return Swap. |
| Subject Securities: | With respect to each Transaction, the Subject Securities for such Transaction as set forth or deemed to be set forth in Annex 1 to the Total Return Swap from time to time. |
| Calculation Agent: | Party A. |
| Business Days: | As defined in the Administration Agreement. |

**2. Initial Exchange Amounts**

| | |
|---|---|
| Initial Exchange Date: | With respect to each Tranche, each Addition Date for the Related Tranche under the Total Return Swap. |
| Party A Initial Exchange Amount: | With respect to each Tranche, an amount in U.S. Dollars equal to the greater of (i) zero and (ii) (A) the aggregate Original Reference Balance (as defined in the Total Return Swap) of the Subject Securities of such Tranche plus any accrued but unpaid interest thereon as of the related Initial Exchange Date (the "**Initial Balance**"), minus (B) the amount calculated pursuant to the definition of "Party A Initial Exchange Amount" in and pursuant to the Total Return Swap, to be delivered to or to the order of Party B not later than 2:00 p.m. New York time on the Addition Date for the Related Tranche under the Total Return Swap. |
| Party B Initial Exchange Amount | Not Applicable. |

**3. Final Exchange Amounts**

| | |
|---|---|
| Final Exchange Dates: | With respect to each Subtranche, the Termination Date for the Related Subtranche. |
| Party A Final Exchange Amount: | Not Applicable. |
| Party B Final Exchange Amount: | With respect to each Subtranche, (a) if neither the Subject Securities Retention Option nor the Party A First Refusal Right (in each case as defined in and pursuant to the Total Return Swap) shall have been exercised with respect to such Subtranche, an amount equal to one-twelfth of the related Party A Initial Exchange Amount, or (b) otherwise, zero; |

provided, that the Party B Final Exchange Amount in respect of Subtranche 12 shall be reduced (but not to less than zero) by an amount equal to the greater of (x) zero and (y) (i) the sum of (a) the aggregate of all Party B Final Exchange Amounts under the Total Return Swap in respect of each Related Subtranche and (b) the Aggregate Principal Collections in respect of the Related Tranche minus (ii) the Party A Initial Exchange Amount in respect of the Related Tranche under the Total Return Swap.

"**Aggregate Principal Collections**" means, with respect to any Related Tranche and any date of determination, the aggregate of each amount paid in respect of the repayment of the principal amount of the Subject Securities (as defined in the Total Return Swap) comprising such Related Tranche by the issuer thereof, which amount shall not include any such amounts in respect of principal with respect to any Related Tranche as to which the Final Exchange Date (as defined in and determined pursuant to the Total Return Swap) relating thereto has previously occurred which are paid subsequent to such Final Exchange Date.

**4. Fixed Amounts**

| | |
|---|---|
| Fixed Rate Payer A: | Party A |
| Fixed Rate Payer A Payment Dates: | Each Regular Payment Date, as defined in the Administration Agreement. |
| Fixed Amount A: | Zero. |
| Fixed Rate Payer B: | Party B |
| Fixed Rate Payer B Payment Dates: | Each Regular Payment Date, as defined in the Administration Agreement. |
| Fixed Amount B: | With respect to each Subtranche, if at the time of determination, the cost of funds (expressed as a per annum rate) paid by Party A to finance the related Subject Securities as evidenced in a writing delivered to Party B by Party A (the "**Cost of Funds**") is: (a) greater than or equal to a rate equal to LIBOR plus 0.24% per annum, then the Fixed Amount B shall equal the product of (i) LIBOR plus 0.24% per annum, (ii) the Fixed Amount B Reference Balance and (iii) the Day Count Fraction; or (b) lower than a rate equal to LIBOR plus 0.24% per annum, then the Fixed Amount B shall equal the product of (i) a rate equal to (1) LIBOR plus 0.24% per annum minus (2) the lesser of (A) 0.06% per annum and (B) the |

product of (I) 25% and (II) the excess of (x) LIBOR plus 0.24% per annum over (y) the Cost of Funds, (ii) the Fixed Amount B Reference Balance and (iii) the Day Count Fraction. "**Day Count Fraction**" means a fraction, the numerator of which is the number of days in the related Calculation Period and the denominator of which is 360. "**Fixed Amount B Reference Balance**" means, with respect to a Subtranche, one-twelfth of the related Party A Initial Exchange Amount.

"**LIBOR**": For the related Calculation Period, the London Interbank Offered Rate as of such date of determination, as calculated pursuant to the definition of "LIBOR" in the Indenture.

Calculation Period: With respect to each Subtranche and Fixed Rate Payer A Payment Date, the period commencing on and including the Fixed Rate Payer A Payment Date preceding such Fixed Rate Payer A Payment Date to but excluding such Fixed Rate Payer A Payment Date; provided, that in the case of the first Fixed Rate Payer A Payment Date, the Calculation Period shall be the period commencing on and including (a) if there shall be any Transaction hereunder as of the Effective Date, the Effective Date, or (b) otherwise, the first Addition Date.

Fixed Rate Day Count Fraction: Actual/360.

**5. Notice and Account Details**

Telephone and/or Facsimile Numbers and Contact Details for Notices:

**Party B**:

**AIG Financial Products Corp.**
50 Danbury Road
Wilton, CT 06897-4444
Attention: Alan Frost and Chief Financial Officer
Telephone Number: (203) 222-4714
Facsimile Number: (203) 222-4780

**Party A**:

Deutsche Bank AG, Cayman Islands Branch
60 Wall Street
New York, New York 10005
Attention: Robert Karlovits
Telephone Number: (201) 593-2168
Facsimile Number: (732) 460-7193

**Account Details**

| | |
|---|---|
| Account Details of Party A: | Deutsche Bank Trust Co. of the Americas<br>ABA # 021001033<br>Swift Code: BKTRUS33<br>A/C: Deutsche Bank NY Loan Ops<br>A/C #: 60200119<br>Reference: CMBS NA (contact John Griffin) |
| Account Details of Party B: | 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 |

**6. Additional Provisions**

**(i) Dispute Resolution.**

In the event that a party (the **"Disputing Party"**) does not agree with any determination made (other than one as to which the sole discretion of the determining party has been specified herein) or the failure to make any determination (other than one as to which the sole discretion of the determining party as to whether to make such determination has been specified herein) by the Calculation Agent or the other party (the **"Determining Party"**), the Disputing Party shall have the right to require that the Determining Party have such determination made by a disinterested independent third party that is a dealer of derivative obligations and that is, or whose affiliates are dealers in obligations of the type of the Subject Securities, but is not an affiliate of either party (the **"Substitute Calculation Agent"**). Such Substitute Calculation Agent shall be selected by the parties upon mutual agreement, and if the parties do not agree on a Substitute Calculation Agent, each party shall select a disinterested independent third party dealer of derivative obligations and those two dealers shall select a third dealer, which will be the "Substitute Calculation Agent." Any exercise by the Disputing Party of its rights hereunder must be in writing and shall be delivered to the Determining Party no later than the Business Day following the Business Day on which the Determining Party notifies the Disputing Party of any determination made (or of the failure to make any determination). Any determination by the Substitute Calculation Agent shall be binding in the absence of manifest error and shall be made as soon as possible but no later than within five Business Days of the Disputing Party's exercise of its rights hereunder. The costs of such Substitute Calculation Agent shall be borne by (i) the Disputing Party if the disinterested third party substantially agrees with the Determining Party's determination or (ii) the non-Disputing Party if the disinterested third party does not substantially agree with the Determining Party. Determinations as to any amounts due shall (if possible) be calculated retrospectively with reference to the actual amount that was due on any payment date. Interest on any amounts due that are subject to dispute shall be paid from (and including) the date of non-payment to (but excluding) the date such amount is paid, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

**(ii) Duties of the Calculation Agent and Representations**

The Calculation Agent's calculations and determinations shall be made in good faith, in a commercially reasonable manner and shall, subject to Section 6(i) above, be binding in the absence of manifest error.

The Calculation Agent is not acting as a fiduciary for or as an advisor to Party B in respect of its duties as Calculation Agent in connection with this Transaction.

**(iii) Additional Representations and Agreements**

**(a) Additional Representations**. Each of Party A and Party B represent to the other that:

(i) ***Non-Reliance*** It is acting for its own account, and it has made its own independent decision to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. It has not received from the other party any assurance or guarantee as to the expected results of the Transaction.

(ii) ***Assessment and Understanding*** 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. It is also capable of assuming, and assumes, the risks of the Transaction.

(iii) ***Status of Parties*** It has entered into the Agreement and any Credit Support Document, and is entering into the Transaction and any other documentation relating hereto or thereto as principal, and not as agent and in any other capacity, fiduciary or otherwise.

**(b) Additional Agreements**. Each of Party A and Party B agree that:

(i) The credit support annex dated as of September 13, 1995, between Party A and Party B, as amended (the "**Credit Support Annex**") shall not be applicable to the Transactions evidenced by this Confirmation; provided that the provisions of the Credit Support Annex (without giving effect to any amendments thereto) shall be deemed to be applicable to, and only to, the Transactions evidenced by this Confirmation, subject to the following modifications:

(A) With respect to Paragraph 13 thereof:

(1) clause (a) thereof shall be amended to delete the phrase "With respect to Party B: None" and replace it with "With respect to Party B: Party B's obligations under the Total Return Swap."

(2) clause (b)(i)(A) thereof shall be deleted in its entirety and replaced with the following: "Delivery Amount has the meaning specified in paragraph 3(a)."

(3) clause (b)(i)(C) thereof shall be deleted in its entirety and replaced with the following: "Credit Support Amount has the meaning specified in paragraph 3(a); provided, however, that for purposes thereof and this Confirmation, "Exposure" shall mean the sum of (i) the amount calculated pursuant to the definition of "Exposure" in paragraph 12 with respect to (A) the Transactions evidenced by this

Confirmation and (B) the Transactions evidenced by the Confirmation relating to the Total Return Swap, and (ii) the greater of (A) zero and (B) the aggregate Initial Balance minus the Adjusted Market Value."

(4) clause (b)(iv)(B) shall be deleted in its entirety and replaced with the following: "Threshold means (i) with respect to Party A, infinity, and (ii) with respect to Party B, zero."

(5) clauses (b)(iv)(C) and (D) shall be deleted in their entirety.

"**Adjusted Market Value**" means the product of (a) the market value of the Subject Securities as determined on each Business Day by the Calculation Agent in its sole discretion, (b) the applicable percentage set forth in the right hand column below determined based upon the applicable rating of Party A's Credit Support Provider set forth in the left hand column below (in the case of a split rating, the lower rating applies), and (c) the Rating Factor (set forth below) based on the credit rating of the Subject Securities.

| Rating | Percentage |
|---|---|
| AAA (or the equivalent) | 97% |
| AA+, AA, AA- (or the equivalent) | 95% |
| A+, A, A- (or the equivalent) | 90% |
| BBB+ (or the equivalent) | 80% |
| BBB (or the equivalent) | 75% |

| Rating of the Bonds | Rating Factor |
|---|---|
| AAA (or the equivalent) | 100% |
| AA+, AA, AA- (or the equivalent) | 97% |
| A+, A, A- (or the equivalent) | 95% |

**7. Capitalized Terms**

Capitalized terms used in this Confirmation but not otherwise defined shall have the meanings set forth in the confirmation to the Agreement dated as of March 10, 2005, between Party A and Party B, substantially in the form attached hereto as Exhibit A, as amended from time to time (the "**Total Return Swap**").

**8. Governing Law**

New York.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation delivered at closing.

Yours sincerely,

AIG FINANCIAL PRODUCTS CORP.

By: _____
Name: Alan Frost
Title: Managing Director

Confirmed as of the date
first above written:

DEUTSCHE BANK AG, CAYMAN ISLANDS BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation delivered at closing.

Yours sincerely,

AIG FINANCIAL PRODUCTS CORP.

By: _____
Name:
Title:

Confirmed as of the date
first above written:

DEUTSCHE BANK AG, CAYMAN ISLANDS BRANCH

By: _____ By: _____
Name: Name: Christine Belbusti
Title: Christopher E. Tognola Title: Vice President
Director