

**Certification**

**STATE OF NEW YORK, COUNTY OF NEW YORK, SS:**

**I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,**

**do hereby certify that on April 1, 2015 I have compared**

**the document attached hereto,**

**CERTIFICATE OF INSURANCE MERGER BETWEEN RADIANT ASSET  
ASSURANCE INC. AND ASSURED GUARANTY CORP. page(s) 65**

**with the originals filed in my office and the same is a correct transcript**

**therefrom and of the whole of such original in witness**

**whereto I have affixed my signature and seal.**



**MILTON ADAIR TINGLING  
NEW YORK COUNTY CLERK**

## FORM OF AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 1st day of April, 2015, by and between Assured Guaranty Corp., a Maryland financial guaranty insurance corporation ("AGC"), and Radian Asset Assurance Inc., a New York financial guaranty insurance corporation ("RAA").

### W I T N E S S E T H:

WHEREAS, AGC owns all of the outstanding shares of capital stock of RAA;

WHEREAS, Assured Guaranty US Holdings Inc., a Delaware corporation ("AGUS"), owns all of the outstanding shares of capital stock of AGC;

WHEREAS, each of AGC and RAA is authorized to transact a financial guaranty insurance business in the State of New York; and,

WHEREAS, the directors of each of AGC and RAA, and AGC as the sole shareholder of RAA, and AGUS as the sole shareholder of AGC, have determined to merge RAA with and into AGC (the "Merger") on the terms and subject to the conditions of this Agreement and in accordance with Article 71 of the New York Insurance Law (the "NYIL"), Section 3-122 of the Maryland Insurance Code and Subtitle 1 of Title 3 of the Maryland General Corporation Law (the "MGCL").

NOW, THEREFORE, in consideration of the mutual premises contained herein, the parties hereto hereby agree as follows:

#### 1. The Merger.

1.1 Constituent Companies; Surviving Company. The names of the constituent companies are "Assured Guaranty Corp.", a Maryland financial guaranty insurance corporation, and "Radian Asset Assurance Inc.", a New York financial guaranty insurance corporation (the "Constituent Companies"). RAA will be merged into AGC, which shall be the surviving company of the Merger (sometimes referred to hereinafter as the "Surviving Company") and shall continue to be known by the name of "Assured Guaranty Corp."

1.2 Shares of Constituent Companies. The designation and number of outstanding shares of the securities of the Constituent Companies and the voting rights attendant thereto immediately prior to the Merger are as follows:

Corporation	Number of Shares Outstanding	Designation	Voting Rights
AGC	20,834	Common Stock, \$720.00 par value per share	One vote per share

RAA	100,000	Common Stock, \$150.00 par value per share	One vote per share
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### 1.3 Merger.

1.3.1 Effective Time. Subject to the receipt of all necessary regulatory approvals, including the approval of the Superintendent of Financial Services of the State of New York (the "Superintendent") and the Insurance Commissioner of the State of Maryland (the "Commissioner"), the Merger shall become effective upon the latest to occur of:

- (i) the filing of articles of merger meeting the requirements of Section 3-109 of the MGCL, with the approval of the Commissioner endorsed thereon (the "Maryland Articles"), in the office of the Department of Assessments and Taxation of the State of Maryland;
- (ii) the filing of the Maryland Articles with the Superintendent; and
- (iii) the filing of a duplicate or certified copy of this Agreement, with the approval of the Superintendent endorsed thereon, in the office of the Clerk of the County of New York in the State of New York

(the time of the last such filing hereinafter referred to as the "Effective Time").

1.3.2 Effect of the Merger. At the Effective Time, RAA shall be merged into AGC in accordance with the provisions of this Agreement and the NYIL and the MGCL, and the separate corporate existence of RAA (except as may be continued by operation of law) shall cease. The Surviving Company shall possess all the rights, privileges, immunities, powers and franchises of the Constituent Companies. All certificates of authority, all surplus lines approvals, all assets and property, real, personal and mixed, all debts due on whatever account, all choses in action and all and every other interest, of or belonging to or due each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed. Neither the rights of creditors nor any liens upon property of either AGC or RAA shall be impaired by the Merger.

1.4 Charter and By-laws. The current Charter of AGC, as heretofore amended and supplemented, a true and complete copy of which is annexed hereto as Exhibit A, shall be the Charter of the Surviving Company. The current By-laws of AGC, as heretofore amended, a true and complete copy of which is annexed hereto as Exhibit B, shall be the By-laws of the Surviving Company.

1.5 Directors and Officers. The directors and the officers of AGC immediately prior to the Effective Time shall be the directors and the officers of the Surviving Company until their successors shall have been elected and shall have qualified or until otherwise provided in the bylaws of the Surviving Company.

2. Treatment of Capital Stock.

2.1 The shares of common stock of AGC issued and outstanding immediately prior to the Effective Time shall not be converted or otherwise affected by the Merger, but each said share shall continue to represent one issued and outstanding share of the common stock of the Surviving Company.

2.2 The shares of common stock of RAA issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies or any shareholder thereof, be cancelled and retired, and cease to exist, and shall not be converted into any shares of capital stock of the Surviving Company or the right to receive cash or other property. The certificates representing such shares shall be surrendered and cancelled.

3. Representations and Warranties of AGC. AGC represents and warrants to RAA as follows:

3.1 Organization and Qualification. AGC is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has the requisite corporate power and authority to carry on its business as it is now being conducted.

3.2 Authority Relative to this Agreement. AGC has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by AGC and the consummation by AGC of the transactions contemplated hereby have been duly authorized by the directors of AGC and by the sole shareholder of AGC, and no other corporate proceeding on the part of AGC is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

3.3 Binding Obligation. This Agreement has been duly executed and delivered by AGC and constitutes a valid and binding obligation of such corporation, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

4. Representations and Warranties of RAA. RAA represents and warrants to AGC as follows:

4.1 Organization and Qualification. RAA is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the requisite corporate power and authority to carry on its business as it is now being conducted.

4.2 Authority Relative to this Agreement. RAA has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by RAA and the consummation by RAA of the transactions contemplated hereby have been duly authorized by the directors of RAA and by the sole shareholder of RAA and no

other corporate proceeding on the part of RAA is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

4.3 Binding Obligation. This Agreement has been duly executed and delivered by RAA and constitutes the valid and binding obligation of such corporation, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

5. Miscellaneous.

5.1 Further Assurances. Each of the parties hereby covenants and agrees that it shall hereafter make, execute and deliver any and all such further and other instruments, documents and agreements, and do such other and further acts and things as may be necessary or expedient to carry out and give full force and effect to the intents and purposes of this Agreement and to the provisions hereof and to assure that each of the parties hereto enjoys the benefits contemplated by this Agreement.

5.2 Termination and Abandonment. This Agreement and the Merger may be terminated and abandoned by mutual agreement between the directors of each of the parties hereto at any time prior to the Effective Time.

5.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors and assigns.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

5.5 Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

5.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to its principles of conflict laws.

5.7 Entire Understanding; Amendment, Waiver, etc. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and no amendment, waiver or modification of the terms or provisions hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. All prior or contemporaneous agreements, contracts, promises, representations and statements, if any, between the parties hereto or their representatives with respect to the subject matter hereof are merged into this Agreement and this Agreement shall constitute the entire agreement between them.

6. Service of Process. The Surviving Company hereby agrees that it may be served with process in any proceeding for enforcement of any obligation of the Surviving Company or RAA, as well as for the enforcement of any obligation of the Surviving Company arising from the Merger, and does hereby appoint the Superintendent as its agent to accept services of process in any such suit or proceeding.

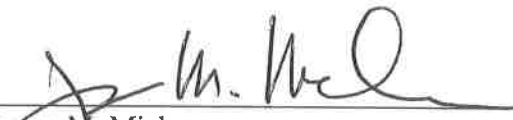
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed in their respective names and on their respective behalf, as of the 1st day of April, 2015.

ASSURED GUARANTY CORP.,  
a Maryland financial guaranty insurance corporation

By:   
Dominic J. Frederico  
President and Chief Executive Officer


ATTEST:

By:   
James M. Michener  
General Counsel and Secretary

RADIAN ASSET ASSURANCE INC., a New York  
financial guaranty insurance corporation


By:   
Dominic J. Frederico  
President and Chief Executive Officer

ATTEST:

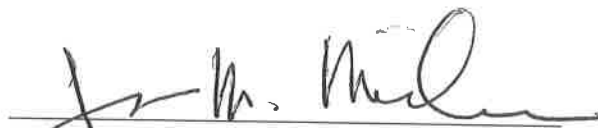
By:   
James M. Michener  
General Counsel and Secretary

CERTIFICATION


THE UNDERSIGNED, Dominic J. Frederico, President and Chief Executive Officer of Assured Guaranty Corp., a Maryland financial guaranty insurance corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger of which this Certificate is made a part, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein are true in all material respects, under the penalties of perjury.

  
Dominic J. Frederico  
President and Chief Executive Officer

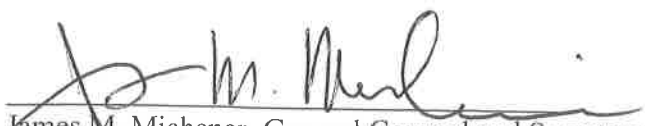
ATTEST:

  
James M. Michener, General Counsel and Secretary

THE UNDERSIGNED, Dominic J. Frederico, President and Chief Executive Officer of Radian Asset Assurance Inc., a New York financial guaranty insurance corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger of which this Certificate is made a part, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein are true in all material respects, under the penalties of perjury.

  
Dominic J. Frederico  
President and Chief Executive Officer

ATTEST:

  
James M. Michener, General Counsel and Secretary



CERTIFICATE OF ADOPTION

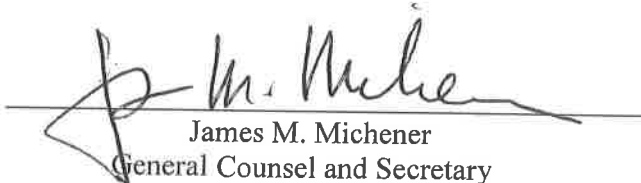
We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively, of Assured Guaranty Corp. (the "Company"), a financial guaranty insurance corporation organized under the laws of the State of Maryland, do hereby certify that the Agreement and Plan of Merger dated the 1<sup>st</sup> day of April, 2015, by and between the Company and Radian Asset Assurance Inc. has been duly authorized, adopted and approved by the Board of Directors and the sole shareholder of the Company.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this the 1<sup>st</sup> day of April, 2015,



Dominic J. Frederico  
President and Chief Executive Officer

(Corporate Seal)




James M. Michener  
General Counsel and Secretary

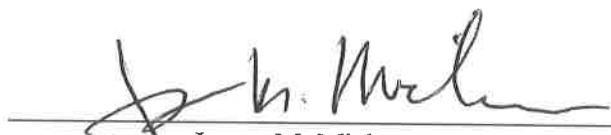
CERTIFICATE OF ADOPTION

We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively, of Radian Asset Assurance Inc. (the "Company"), a financial guaranty insurance corporation organized under the laws of the State of New York, do hereby certify that the Agreement and Plan of Merger dated the 1<sup>st</sup> day of April, 2015, by and between the Company and Assured Guaranty Municipal Corp. has been duly authorized, adopted and approved by the Board of Directors and the sole shareholder of the Company.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this the 1<sup>st</sup> day of April, 2015,

  
\_\_\_\_\_  
Dominic J. Frederico  
President and Chief Executive Officer

(Corporate Seal)

  
\_\_\_\_\_  
James M. Michener  
General Counsel and Secretary

CERTIFICATE AS RELATES TO FEES

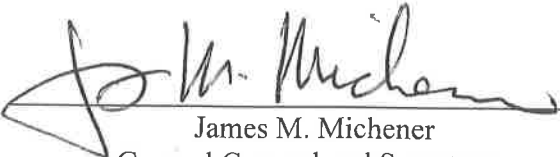
We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively, of Assured Guaranty Corp. (the "Company"), a financial guaranty insurance corporation organized under the laws of the State of Maryland, do hereby certify that with regard to the Agreement and Plan of Merger dated the 1st day of April, 2015, by and between the Company and Radian Asset Assurance Inc., except as set forth below, no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the transactions contemplated thereunder. Further, no director, officer or member of the Company, except as fully expressed in the Agreement and Plan of Merger, will receive any fee, commission, other compensation or valuable consideration, directly or indirectly, for in any manner aiding, promoting or assisting in the transactions contemplated thereunder.

<u>Payee</u>	<u>Amount of Payment</u>	<u>Purpose of Payment</u>
Mayer Brown LLP	\$55,000.00	Fees for legal services
PricewaterhouseCoopers LLP	\$100,000.00	Fees for accounting services

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this the 1st day of April, 2015,

  
Dominic J. Frederico  
President and Chief Executive Officer

(Corporate Seal)

  
James M. Michener  
General Counsel and Secretary

CERTIFICATE AS RELATES TO FEES

We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively, of Radian Asset Assurance Inc. (the "Company"), a financial guaranty insurance corporation organized under the laws of the State of New York, do hereby certify that with regard to the Agreement and Plan of Merger dated the 1st day of April, 2015, by and between the Company and Assured Guaranty Corp., except as set forth below, no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the transactions contemplated thereunder. Further, no director, officer or member of the Company, except as fully expressed in the Agreement and Plan of Merger, will receive any fee, commission, other compensation or valuable consideration, directly or indirectly, for in any manner aiding, promoting or assisting in the transactions contemplated thereunder.


<u>Payee</u>	<u>Amount of Payment</u>	<u>Purpose of Payment</u>
Mayer Brown LLP	\$10,000.00	Fees for legal services
PricewaterhouseCoopers LLP	\$10,000.00	Fees for accounting services

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this the 1st day of April, 2015,



Dominic J. Frederico  
President and Chief Executive Officer

(Corporate Seal)



James M. Michener  
General Counsel and Secretary

EXHIBIT A

CHARTER

OF

ASSURED GUARANTY CORP.

AND

THE SURVIVING COMPANY

**CERTIFICATE OF INSURANCE COMMISSIONER**

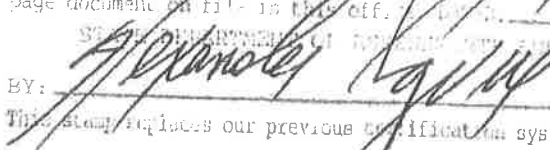
I HEREBY CERTIFY, that the Articles of Amendment and Restatement of Assured Guaranty Corp. (a Maryland Corporation), have been submitted to me for examination and have been found to be in accordance with the Insurance Laws of the State of Maryland.

IN WITNESS WHEREOF, I have hereunto  
set my Hand and Affixed the Official Seal  
of my Office in the City of Baltimore, this  
12<sup>th</sup> day of January, 2005.



  
Alfred W. Redmer, Jr.  
Maryland Insurance Commissioner

STATE OF MARYLAND

I hereby certify that this is a true and correct copy of the  
page document on file in this office.  
STATE DEPARTMENT OF TREASURY AND TAXATION:  
BY:  , Custodian  
This stamp replaces our previous certification system. Effective: 6/95

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## ARTICLES OF AMENDMENT AND RESTATEMENT

ASSURED GUARANTY CORP. a Maryland corporation (the "Corporation"), DOES  
HEREBY CERTIFY:

1. The name of the Corporation is Assured Guaranty Corp. The Corporation desires to amend and restate its charter as currently in effect. These Articles of Amendment and Restatement have been advised by the entire Board of Directors and approved by the Stockholders of the Corporation, as required by law. The original Articles of Incorporation were originally filed with the Maryland Department of Assessments and Taxation on October 25, 1985. On October 15, 1991, the Corporation filed Articles of Amendment and Restatement with the Maryland Department of Assessments and Taxation.

2. Pursuant to Section 2-609 of the Maryland General Corporation Law, these Articles of Amendment Restatement restate and integrate and further amend provisions of the Articles of Incorporation of the Corporation.

3. The total number of shares of capital stock that the Corporation has authority to issue as provided in Article SIXTH has been changed by these Articles of Amendment and Restatement in that the number of shares is increased but the par value remains the same. Article Sixth, subparagraph (a), as amended by the Articles of Amendment and Restatement, shall read in its entirety as follows:

SIXTH: (a) The total number of shares of stock of all classes which the Corporation has authority to issue is 500,000 shares of capital stock (par value \$720.00 per share), amounting in aggregate par value to \$360,000,000.00. All of such shares are initially classified as "Common Stock." The Board of Directors may classify and reclassify any unissued shares of capital stock by setting or changing in any one or more respects the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of such shares of stock.

4. Article SIXTH of the charter of the Corporation, as it exists prior to the filings of these Articles of Amendment and Restatement, reads as follows:

SIXTH: (a) The total number of shares of stock of all classes which the Corporation has authority to issue is 200,000 shares of capital stock (par value \$720.00 per share), amounting in aggregate par value to \$144,000,000.00. All of such shares are initially classified as "Common Stock." The Board of Directors may classify and reclassify any unissued shares of capital stock by setting or changing in any one or more respects the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of such shares of stock.

5. The current address of the principal office of the Corporation in the State of Maryland is set forth in Article FOURTH of the amended and restate charter and the name and address of the Corporation's current resident agent is set forth in Article FIFTH of the amended and restated charter.

6. The number of directors of the Corporation and those currently in office are set forth in Article SEVENTH of the amended and restated charter.

7. The text of the charter of the Corporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
ASSURED GUARANTY CORP.**

FIRST: THE UNDERSIGNED, Samuel H. McCoy, II, whose address is 100 Light Street, Baltimore, Maryland 21202, being at least eighteen years of age, acting as incorporator, does hereby form a corporation under the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:

Assured Guaranty Corp.

THIRD: (a) The purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it are:

(1) To engage in the business of writing sureties and surety insurance, limited to:

- (A) Any contract bond; including a bid, payment or maintenance bond of a performance bond where the bond is guaranteeing the execution of any contract other than a contract of indebtedness or other monetary obligations;
- (B) Any indemnity bond for the benefit of a public body, railroad or charitable organization; a lost security or a utility bond payment;
- (C) Becoming surety on, or guaranteeing the performance of, any lawful contract, except (i) mortgage guaranty insurance, (ii) any insurance contract, and (iii) service contract reimbursement insurance; and
- (D) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in all judicial proceedings or otherwise by law allowed, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts.

(2) To engage in the business of writing sureties in the form of financial guaranties limited to indemnities or guaranties under which loss is payable, upon proof of occurrence of financial loss, to an insured claimant, obligee or indemnitee as a result of any of the following events:



- (A) Failure of any obligor on or issuer of any debt instrument or other monetary obligation (including equity securities guaranteed under a surety bond, insurance policy or indemnity contract) to pay when due to be paid by the obligor or scheduled at the time insured to be received by the holder of the obligation, principal, interest premium, dividend or purchase price of or on, or other amounts due or payable with respect to, such instrument or obligation, when such failure is the result of a financial default or insolvency or, provided that such payment source is investment grade, any other failure to make payment, regardless of whether such obligation is incurred directly or as guarantor by or on behalf of another obligor that has defaulted;
  - (B) Changes in the levels of interest rates, whether short or long term or the differential in interest rates between various markets or products;
  - (C) Changes in the rate of exchange of currency;
  - (D) Changes in the value of specific assets or commodities, financial or commodity indices, or price levels in general; or,
  - (E) Other events substantially similar to the foregoing, permissible by law.
- (3) To engage in insurance indemnifying merchants or other persons extending credit against loss or damage resulting from non-payment of debts owed to them, for goods and services provided in the normal course of their business, including the incidental power to acquire and dispose of debts so insured, and to collect any debts owed to such insurer or to the insured.
- (4) To engage in insurance that guarantees leases or contracts which set forth a specific termination value at the end of the term of the lease or contract for the property covered by such lease or contract, and which insured against loss of economic value of tangible personal property or real property or improvements thereto except loss due to physical damage to property.
- (5) To acquire all or any portion of the securities of any entity engaged in any one or more businesses or transactions and to enter into various investment and similar contracts which the Board of Directors of the Corporation may from time to time authorize or approve, whether or not related to the business described elsewhere in this Article or to any other business at the time or theretofore engaged in by the Corporation.
- (b) The foregoing enumerated purposes and objects shall be in no way limited or restricted by reference to, or inference from, the terms of any other clause of this or any other Article of the charter of the Corporation, and each shall be regarded as independent; and they are intended to be and shall be construed as powers as well as purposes and objects of the Corporation and shall be in addition to and not in limitation of the general powers of corporations under the General laws of the State of Maryland.

FOURTH: The present address of the principal office of the Corporation in this state is 111 South Calvert Street, Baltimore, MD 21202. ✓

FIFTH: The name and address of the resident agent of the Corporation in this state is the Corporation Trust Incorporated, 300 East Lombard Street, Baltimore, Maryland 21202. The resident agent is a Maryland corporation.

SIXTH: (a) The total number of shares of stock of all classes which the Corporation has authority to issue is 500,000 shares of capital stock (par value \$720.00 per share), amounting in aggregate par value to \$360,000,000.00. All of such shares are initially classified as "Common Stock." The Board of Directors may classify and reclassify any unissued shares of capital stock by setting or changing in any one or more respects the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of such shares of stock.

(b) The following is a description of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the Common Stock of the Corporation:

(1) Each share of Common Stock shall have one vote, and, except as otherwise provided in respect of any class of stock hereafter classified or reclassified, the exclusive voting power for all purposes shall be vested in the holders of the Common Stock.

(2) Subject to the provisions of law and any preferences of any class of stock hereafter classified or reclassified, dividends, including dividends payable in shares of another class of the Corporation's stock, may be paid on the Common Stock of the Corporation at such time and in such amounts as the Board of Directors may deem advisable.

(3) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Common Stock shall be entitled, after (i) payment or provision for payment of the debts and other liabilities of the Corporation and (ii) the amount to which the holders of any class of stock hereafter classified or reclassified having a preference on distributions in the liquidation, dissolution or winding up of the Corporation shall be entitled, together with the holders of any other class of stock hereafter classified or reclassified not having a preference on distributions in the liquidation, dissolution or winding up of the Corporation, to share ratably in the remaining net assets of the Corporation.

(c) Subject to the foregoing, the power of the Board of Directors to classify and reclassify any of the shares of capital stock shall include, without limitation, subject to the provisions of the charter, authority to classify or reclassify any unissued shares of such stock into a class or classes of preferred stock, preference stock, special stock or other stock, and to divide and classify shares of any class into one or more series of such class, by determining, fixing, or altering one or more of the following:

(1) The distinctive designation of such class or series and the number of shares to constitute such class or series; provided that, unless otherwise prohibited by the terms of such or any other class or series, the number of shares of any class or series may be decreased by the Board of Directors in connection with any classification or reclassification of unissued shares and the number of shares of such class or series may be increased by the Board of Directors in connection with any such classification or reclassification, and any shares of any class or series which have been redeemed, purchased, otherwise acquired or converted into shares of Common Stock or any other class or series shall become part of the authorized capital stock and be subject to classification and reclassification as provided in this Section.

(2) Whether or not and, if so, the rates, amounts and times at which, and the conditions under which, dividends shall be payable on shares of such class or series, whether any such dividends shall rank senior or junior to or on a parity with the dividends payable on any other class or series of stock, and the status of any such dividends as cumulative, cumulative to a limited extent or non-cumulative and as participating or non-participating.

(3) Whether or not shares of such class or series shall have voting rights, in addition to any voting rights provided by law and, if so, the terms of such voting rights.

(4) Whether or not shares of such class or series shall have conversion or exchange privileges and, if so, the terms and conditions thereof, including provision for adjustment of the conversion or exchange rate in such events or at such times as the Board of Directors shall determine.

(5) Whether or not shares of such class or series shall be subject to redemption and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates; and whether or not there shall be any sinking fund or purchase account in respect thereof, and if so, the terms thereof.

(6) The rights of the holders of shares of such class or series upon the liquidation, dissolution or winding up of the affairs of, or upon any distribution of the assets of, the Corporation, which rights may vary depending upon whether such liquidation, dissolution or winding up is voluntary or involuntary and, if voluntary, may vary at different dates, and whether such rights shall rank senior or junior to or on a parity with such rights of any other class or series of stock.

(7) Whether or not there shall be any limitations applicable, while shares of such class or series are outstanding, upon the payment of dividends or making of distributions on, or the acquisition of, or the use of moneys for purchase or redemption of, any stock of the Corporation, or upon any other action of the Corporation, including action under this Section, and, if so, the terms and conditions thereof.

(8) Any other preferences, rights, restrictions, including restrictions on transferability, and qualifications of shares of such class or series, not inconsistent with law and the charter of the Corporation.

(d) For the purposes hereof and of any articles supplementary to the charter providing for the classification or reclassification of any shares of capital stock or of any other charter document of the Corporation (unless otherwise provided in any such articles or document), any class or series of stock of the Corporation shall be deemed to rank:

(1) prior to another class or series either as to dividends or upon liquidation, if the holders of such class or series *shall* be entitled to the receipt of dividends or of amounts distributable on liquidation, dissolution or winding up, as the case may be, in preference or priority to holders of such other class or series;

(2) on a parity with another class or series either as to dividends or upon liquidation, whether or not the dividend rates, dividend payment dates or redemption or liquidation price per share thereof be different from those of such others, if the holders of such class or series of stock shall be entitled to receipt of dividends or amounts distributable upon liquidation, dissolution or winding up, as the case may be, in proportion to their respective dividend rates or redemption or liquidation prices, without preference or priority over the holders of such other class or series; and

(3) junior to another class or series either as to dividends or -upon liquidation, if the rights of the holders of such class or series shall be subject or subordinate to the rights of the holders of such other class or series in respect of the receipt of dividends or the amounts distributable upon liquidation, dissolution or winding up, as the case may be.

SEVENTH: The number of directors of the Corporation shall be nine, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than the minimum number permitted by the General Laws of the State of Maryland now or hereafter in force. The following individuals shall act as directors until their successors are duly chosen and qualified:

Howard Albert  
Robert A. Bailenson  
Robbin Conner  
Dominic J. Frederico  
James M. Michener  
Robert B. Mills  
Donald H. Paston  
Sabra Purtill  
Michael J. Schozer

EIGHTH: (a) The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

(1) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized, for such consideration as may be deemed advisable by the Board of Directors and without any action by the stockholders.

(2) No holder of any stock or any other securities of the Corporation, whether now or hereafter authorized, shall have any preemptive right to subscribe for or purchase any stock or any other securities of the Corporation other than such, if any, as the Board of Directors, in its sole discretion, may determine and at such price or prices and upon such other terms as the Board of Directors, in its sole discretion, may fix; and any stock or other securities which the Board of Directors may determine to offer for subscription may, as the Board of Directors in its sole discretion shall determine, be offered to the holders of any class, series or type of stock or other securities at the time outstanding to the exclusion of the holders of any or all other classes, series or types of stock or other securities at the time outstanding.

(3) The Board of Directors of the Corporation shall, consistent with applicable law, have power in its sole discretion to determine from time to time in accordance with sound accounting practice or other reasonable valuation methods what constitutes annual or other net profits, earnings, surplus, assets, liabilities, or net assets in excess of capital; to fix and vary from time to time the amount to be reserved as working capital, or determine that retained earnings or surplus shall remain in the hands of the Corporation; to set apart out of any funds of the Corporation such reserve or reserves in such amount or amounts and for such proper purpose or purposes as it shall determine and to abolish any such reserve or any part thereof; to distribute and pay distributions or dividends in stock, cash or other Securities or property, out of surplus or any other funds or amounts legally available therefor, at such times and to the stockholders of record on such dates as it may, from time to time, determine; and to determine whether and to what extent and at what times and places and under what conditions and regulations the books, accounts and documents of the Corporation, or any of them, shall be open to the inspection of stockholders, except as otherwise provided by statute or by the By-Laws, and, except as so provided, no stockholder shall have any right to inspect any book, account or document of the Corporation unless authorized so to do by resolution of the Board of Directors.

(4) Unless the By-Laws otherwise provide, any officer or employee of the Corporation (other than a director) may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer upon whom such power of removal may be conferred by the By-Laws or by authority of the Board of Directors.

(5) The Corporation shall indemnify (A) its directors, and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law and (B) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's By-Laws and be permitted by law. The foregoing

rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such by-laws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the charter of the Corporation shall limit or eliminate the right to indemnification provided thereunder with respect to acts or omissions occurring prior to such amendment or repeal.

(6) To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of this Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of the charter of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission which occurred prior to such amendment or repeal.

(7) The Corporation reserves the right from time to time to make any amendments of its charter which may now or hereafter be authorized by law, including any amendments changing the terms or contract rights, as expressly set forth in its charter, of any of its outstanding stock by classification, reclassification or otherwise.

(8) A contract or other transaction between the Corporation and any of its directors or between the Corporation and any other Corporation, firm or other entity in which any of its directors is a director or has a material financial interest is not void or voidable solely because of any one or more of the following: the common directorship or interest; the presence of the director at the meeting of the Board of Directors which authorizes, approves, or ratifies the contract or transaction; or the counting of the vote of the director for the authorization, approval, or ratification of the contract or transaction. This Section applies if:

(a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board authorizes, approves, or ratifies the contract or transaction by the affirmative vote of the majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or the stockholders entitled to vote, and the contract or transaction is authorized, approved, or ratified by a majority of the votes cast by the stockholders entitled to vote other than the votes of shares owned of record or beneficially by the interested director or Corporation, firm, or other entity; or

(b) the contract or transaction is fair and reasonable to the Corporation.

Common or interested directors or the stock owned by them or by an interested Corporation, firm, or other entity may be counted in determining the presence of the quorum at a meeting of the Board of Directors or at a meeting of the stockholders, as the case may be, at which the contract or transaction is authorized, approved, or ratified. If a contract or transaction is not authorized, approved, or ratified in one of the ways provided for in clause (a) of the second sentence of this Section, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was

fair and reasonable to the Corporation at the time it was authorized, approved, or ratified. The procedures in this Section do not apply to the fixing by the Board of Directors of reasonable compensation for a director, whether as a director or in any other capacity.

(b) The enumeration and definition of particular powers of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the General Laws of the State of Maryland now or hereafter in force.

NINTH: The duration of the Corporation shall be perpetual.

\* \* \*

These Articles of Amendment and Restatement shall be effective on the date of acceptance for record by the Maryland Department of Assessments and Taxation.

IN WITNESS WHEREOF, ASSURED GUARANTY CORP. has caused these presents to be signed in its name and on behalf by its President and witnessed by its Secretary on January 18, 2008.

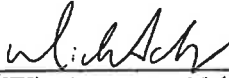
WITNESS:

ASSURED GUARANTY CORP., (a  
Maryland corporation)

Elisabeth Zimmermann  
Name: Elisabeth Zimmermann  
Title: Secretary

Michael Schor  
Name: MICHAEL SCHOR  
Title: PRESIDENT

THE UNDERSIGNED, President of ASSURED GUARANTY CORP., who executed on behalf of the Corporation the foregoing Articles of Amendment and Restatement of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Amendment and Restatement to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

  
Name: MICHAEL SIMON  
Title: PRESIDENT



# CORPORATE CHARTER APPROVAL SHEET

**\*\* EXPEDITED SERVICE \*\*      \*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 13 BUSINESS CODE \_\_\_\_\_

# D0202111



1000361991011036

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

ID # D02021111 ACK # 1000361991011036  
LIBER: B00769 FOLIO: 0063 PAGES: 0012  
ASSURED GUARANTY CORP.

Surviving (Transferee) \_\_\_\_\_

02/14/2005 AT 10:59 A WO # 0001018967

New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: 100  
Org. & Cap. Fee: 4320  
Expedite Fee: 110

Penalty: \_\_\_\_\_  
State Recordation Tax: \_\_\_\_\_  
State Transfer Tax: \_\_\_\_\_

3 Certified Copies  
Copy Fee: 58

Certificates \_\_\_\_\_  
Certificate of Status Fee: \_\_\_\_\_  
Personal Property Filings: \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL FEES: 4588

☒ Change of Name  
☐ Change of Principal Office  
☐ Change of Resident Agent  
☐ Change of Resident Agent Address  
☐ Resignation of Resident Agent  
☐ Designation of Resident Agent  
and Resident Agent's Address  
☐ Change of Business Code  
☐ Adoption of Assumed Name  
☐ Other Change(s)

Credit Card \_\_\_\_\_ Check ☒ Cash \_\_\_\_\_

Documents on: \_\_\_\_\_ Checks \_\_\_\_\_

Approved By: A.01

Keyed By: \_\_\_\_\_

COMMENT(S):

file 1st!

Code \_\_\_\_\_  
Attention: Joseph Beatty  
Mail to Address: \_\_\_\_\_

Assured Guaranty  
1325 Avenue of the Americas  
NY, NY 10019

CUST ID: 0001578928  
WORK ORDER: 0001018967  
DATE: 03-01-2005 07:57 PM  
AMT. PAID: \$4,010.00

Stamp Work Order and Customer Number HERE

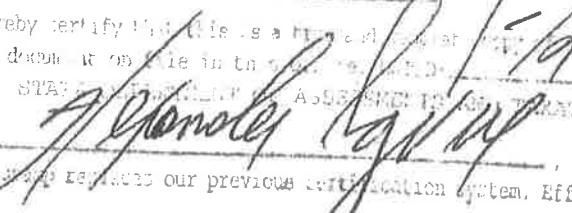
**CERTIFICATE OF INSURANCE COMMISSIONER**

I HEREBY CERTIFY, that the Articles Supplementary Classifying and Designating Series of Preferred Stock as Series A Perpetual Preferred Stock, Series B Perpetual Preferred Stock of Assured Guaranty Corp. (a Maryland Corporation), have been submitted to me for examination and have been found to be in accordance with the Insurance Laws of the State of Maryland.



IN WITNESS WHEREOF, I have hereunto  
set my Hand and Affixed the Official Seal  
of my Office in the City of Baltimore, this  
14<sup>th</sup> day of January, 2005.

  
Alfred W. Redmer, Jr.  
Maryland Insurance Commissioner

STATE OF MARYLAND  
I hereby certify that this is a true and correct copy of the  
page, document on file in the State of Maryland.  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:  
BY:  , Custodian  
This stamp replaces our previous certification system. Effective: 6/95

33 785-122

2005 FEB 14 A 10:59

ASSURED GUARANTY CORP.  
ARTICLES SUPPLEMENTARY CLASSIFYING AND  
DESIGNATING SERIES OF PREFERRED STOCK AS  
SERIES A PERPETUAL PREFERRED STOCK,  
SERIES B PERPETUAL PREFERRED STOCK

Assured Guaranty Corp., a Maryland corporation having its principal office in Baltimore City, Maryland (which is hereinafter called, the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

Pursuant to the authority expressly vested in the Board of Directors by Article SIXTH of the charter of the Corporation, the Board of Directors adopted resolutions authorizing the creation and issuance of two series of perpetual preferred stock, each series to be comprised of 50,001 shares, with a liquidation preference of One Thousand Dollars (\$1,000) per share and adopted resolutions establishing the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of the shares of such series. Such preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption, number of shares and dividend rate, as determined by the Board are as follows:

**WHEREAS**, the Corporation is seeking to enhance its liquidity by entering into the series of transactions described below;

**WHEREAS**, Woodbourne Pass Through Trust (the "Pass Through Trust"), an unaffiliated special purpose trust, will issue in a private placement pass-through trust securities (the "Pass Through Trust Securities"), having an initial aggregate face amount of \$100,000,000;

**WHEREAS**, the Woodbourne Pass-Through Trust will invest the proceeds of the issuance of the pass-through trust securities in a corresponding amount of CCS Securities (as defined below) to be issued by Woodbourne Capital Trust I and Woodbourne Capital Trust II;

**WHEREAS**, each of Woodbourne Capital Trust I and Woodbourne Capital Trust II will invest the proceeds of the issuance of the CCS Securities in a portfolio of high-grade commercial paper and (in limited cases) U.S. Treasury securities;

**WHEREAS**, each of Woodbourne Capital Trust I and Woodbourne Capital Trust II will enter into a put agreement (the "Put Agreement") with the Corporation under which the Corporation will have the right to require each such trust to purchase shares of the Corporation's non-cumulative perpetual preferred stock created by these Articles Supplementary; and

**WHEREAS**, the distribution rate established in respect of the CCS Securities pursuant to the terms of the CCS Securities shall apply to the shares of non-cumulative perpetual preferred stock created by these Articles Supplementary as if such methodologies (i.e., initial placement, remarketing or auction) were performed specifically with respect to such shares of preferred stock of the Corporation.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to the authority expressly vested in this Board of Directors by Article SIXTH of the charter of the Corporation, the Board of Directors hereby resolves as follows:

(a) Authorization. There is hereby authorized and created two series of perpetual preferred stock (hereinafter called the "Preferred Stock"), each series to be comprised of 50,001 shares, with a liquidation preference of one thousand dollars (\$1,000) per share with the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions as set forth below.

(b) Initial Series Designations. The series shall be designated as follows: "Series A Perpetual Preferred Shares" and "Series B Perpetual Preferred Shares".

(c) Definitions. Unless the context or use indicates another or different meaning or intent, the following terms shall have the following meanings, whether used in the singular or plural:

"Affiliate" shall mean, as to any Person, any other Person controlled by, in control of, or under common control with, such Person.

"Agent Member" shall mean a member of the Securities Depository that will act on behalf of an Existing Holder or a Potential Holder that is identified as such in a Holder's Purchaser Letter.

"Articles Supplementary" shall mean these Articles Supplementary of the Corporation.

"Auction" shall mean a periodic implementation of the Auction Procedures.

"Auction Agent" shall mean The Bank of New York (Delaware) unless and until (i) another commercial bank or trust company duly organized under the laws of the United States of America and/or any state or territory thereof, having its principal place of business in New York, New York, and having a combined capital stock surplus and undivided profits of at least US\$15,000,000, or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least US\$15,000,000, and in either case authorized by law to perform all the duties imposed on it under the Auction Agent Agreement and appointed by the Trustee, enters into an agreement with the Custodial Trusts and the Broker-Dealers to follow the Auction Procedures for the purpose of determining the Auction Rate and to act as transfer agent, registrar

or dividend disbursing agent for the Preferred Stock to the extent such Preferred Stock is not held through a Clearing Agency.

"Auction Agent Agreement" shall mean the agreement entered into among the Custodial Trusts, the Broker-Dealers and the Auction Agent and any similar agreement with a successor Auction Agent, which provides, among other things, that the Auction Agent will follow the Auction Procedures for the purpose of determining the Auction Rate.

"Auction Date" shall mean the last business date next preceding each Distribution Payment Date that occurs during the Auction Rate Mode.

"Auction Procedures" shall mean the procedures set forth in the Auction Agent Agreement for conducting Auctions, substantially as described in subsections (n) through (u), inclusive, below.

"Auction Rate" shall mean a rate per annum equal to the lesser of (i) the rate provided to the Corporation by the Auction Agent, as determined by the Auction Agent pursuant to the Auction Procedures (notwithstanding that such Auction Procedures relate to the CCS Securities) and (ii) the Maximum Rate.

"Auction Rate Mode" shall mean that the Distribution Rate for the CCS Securities is determined in accordance with the Auction Procedures.

"Broker-Dealer" shall mean any broker-dealer or other entity permitted by law (i) to perform the functions required of a broker-dealer in the Auction Procedures, (ii) that is a member of, or a participant in, the Securities Depository and (iii) that has been selected by the Trustee and has entered into a Broker-Dealer Agreement that remains effective.

"Broker-Dealer Agreement" shall mean any agreement among the Custodial Trusts, the Auction Agent and a Broker-Dealer pursuant to which such Broker-Dealer agrees to follow the Auction Procedures.

"Business Day" shall mean a day on which the New York Stock Exchange is open for trading and which is not a Saturday, Sunday or any other day on which the banks in The City of New York, New York are authorized or obligated by law to close.

"By-Laws" shall mean the By-Laws of the Corporation.

"Calculation Agent" means *[name of entity acting as such for Remarketing]*, its successor and assigns, or such other bank or trust company appointed to such capacity by the Trustee.

"CCS Security" or "CCS Securities" shall mean each of the Committed Capital Securities issued by Woodbourne Capital Trust I or Woodbourne Capital Trust II or all such series, as the context requires.

"Clearing Agency" shall mean an organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. The Depository Trust Company will be the initial Clearing Agency.

"Clearing Agency Participant" shall mean a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Corporation" means Assured Guaranty Corp., a Maryland domestic stock insurer.

"Custodial Trust" shall mean any issuer of CCS Securities.

"Date of Original Issue" shall mean, for each series of Preferred Stock, the date on which such series was initially issued.

"Delayed Auction" shall mean that during the Auction Rate Mode, following any allocation of any loss of principal or interest with respect to eligible assets held by a Custodial Trust realized on or after the third Business Day preceding an Auction Date or on an Auction Date, the then outstanding aggregate CCS Liquidation Amount of that Custodial Trust's CCS Securities (other than the Tax Matters Partner Share) will be reduced in integral increments of \$100,000 to reflect such loss and the Auction Date for such CCS Securities will be delayed by three (3) Business Days.

"Delayed Auction Rate" shall mean the rate (expressed as a percentage rounded to one-thousandth (.001) of 1.000%) that is equal to the sum of (A) the one-month LIBOR Rate on the originally scheduled Auction Date for related delayed auction period, plus (B) 200 basis points (2.00%); provided that if the Corporation's financial strength rating drops below "Aa3" or below "AA-", the Delayed Auction Rate will be the one-month LIBOR Rate on the originally scheduled Auction Date plus 250 basis points (2.50%).

"Distribution Payment Date" shall mean the first Business Day following the last day of each Distribution Period applicable to a series of Preferred Stock.

"Distribution Period" shall mean, for each series of Preferred Stock (i) each monthly period in a Flexed Rate Mode, except that the initial distribution period shall be the period from and including such series' Date of Original Issue to but excluding the initial Distribution Payment Date and thereafter the monthly period from and including each Distribution Payment Date to but excluding the next following Distribution Payment Date, (ii) the period commencing on, and including, the Distribution Payment Date for a series of Preferred Stock for the preceding Distribution Period and ending on and including the 49th day thereafter in an Auction Rate Mode, or (iii) following a Fixed Rate Distribution Event, the period commencing on and including the Distribution Payment Date for such series of Preferred Stock for the preceding Distribution Period and ending on and including the 90th day thereafter, in each case, such ending date being the "Reference Date"; provided, that, if the Reference Date is not a Business Day, the Distribution Period for such series of Preferred Stock will continue to but not include the next Business Day, in which case the next Distribution Period for such series of Preferred Stock will end on and include the next Reference Date following the date on which the preceding Distribution Period for such series of Preferred Stock would have ended if such normally scheduled date had been a Business Day.

"Distribution Rate" shall mean, as to each share of Preferred Stock of a series, the rate per annum at which a Dividend shall be payable on such share of Preferred Stock in respect of any

Distribution Period as determined pursuant to these Articles Supplementary, which rate shall be the Initial Distribution Rate, the Remarketing Rate, the Auction Rate, the Fixed Rate Distribution or the Maximum Rate, as applicable. For the avoidance of doubt, notwithstanding that the procedures to establish the Auction Rate and Remarketing Rate relate to the CCS Securities or the Pass Through Trust Securities, the rates so determined shall also apply to the Preferred Stock as provided herein.

"Dividend" shall mean a payment in cash declared by the Corporation payable to a Holder of Preferred Stock.

"DTC" shall mean The Depository Trust Company.

"Existing Holder" shall mean, in respect of any Auction, any Person who is listed as the owner of any CCS Securities on the records of the Auction Agent or Clearing Agency, as applicable, at the close of business on the Business Day prior to such Auction.

"Failed Auction" shall have the meaning given to such term in subsection (n)(iii)(C) hereof.

"Failed Remarketing" shall have the meaning given to such term in subsection (n)(iii) hereof.

"Fixed Rate Distribution" means a Distribution Rate equal to the fixed-rate equivalent of LIBOR plus 2.50% (the fixed-rate equivalent shall be determined by using the "bid" 30-year U.S. dollar swap rate quoted on page 19901 on the Bridge Telerate Service at 11:00 A.M. New York time on the LIBOR Determination Date; if the 30-year U.S. dollar swap rate is not available, the fixed-rate equivalent will be determined by using the "bid" 10-year U.S. dollar swap rate).

"Fixed Rate Distribution Event" shall have the meaning given to such term in subsection (d)(ii) hereof.

"Flexed Mode Redemption Date" shall mean, with respect to any CCS Securities that are in Flexed Rate Mode, the final Distribution Payment Date of the applicable Flexed Rate Period.

"Flexed Rate Mode" shall mean that the Distribution Rate for the CCS Securities are determined in accordance with the Remarketing Procedures.

"Flexed Rate Period" means the Initial Flexed Rate Period and for so long as the CCS Securities are in Flexed Rate Mode, each subsequent 5-year period following a Remarketing.

"Holder" shall mean a Person identified as a holder of record of shares of Preferred Stock, any CCS Securities or any Pass Through Trust Securities in the Register.

"Holder Election Date" means a date that is no later than the fifth Business Day prior to the proposed Remarketing Date.

"Initial Distribution Rate" shall mean, for each series of Preferred Stock, the Distribution Rate for the corresponding CCS Securities or Pass Through Trust Securities on the Date of Original Issue of such series of Preferred Stock.

"Initial Flexed Rate Period" means [ ], 2004 to the fifth anniversary of such date.

"Junior Securities" shall have the meaning given to such term in subsection (d)(i) hereof.

"LIBOR" shall mean, on the LIBOR Determination Date, the interest rate for the applicable Distribution Period determined by the Auction Agent on the basis of the British Bankers' Association "Interest Settlement Rate" for one-month deposits in U.S. dollars as found on Telerate page 3750 as of 11:00 A.M. London time on such LIBOR Determination Date. As used herein "Telerate page 3750" means the display designated as page 3750 on the Bridge Telerate Service. If on any LIBOR Determination Date the Auction Agent cannot determine LIBOR on the basis of the method set forth above, LIBOR shall be the rate per annum the Auction Agent determines to be either (a) the arithmetic mean (rounding such arithmetic mean upwards if necessary to the nearest whole multiple of 1/16%) of the one-month U.S. Dollar lending rate that New York City banks selected by the Auction Agent are quoting on the relevant LIBOR Determination Date to the principal London offices of at least two leading banks in the London interbank market or (b) in the event such arithmetic mean cannot be determined by the Auction Agent, the lowest one-month U.S. Dollar lending rate that the New York City banks selected by the Auction Agent quoting on such LIBOR Determination Date to leading European banks.]

The establishment of LIBOR on each LIBOR Determination Date by the Auction Agent shall (in the absence of manifest error) be final and binding.

"LIBOR Determination Date" shall mean the second London business day prior to the commencement of each relevant Distribution Period.

"Liquidation Preference" shall have the meaning given to such term in subsection (f)(i) hereof.

"Maximum Rate" shall mean, in respect of any Distribution Period, a rate (expressed as a percentage rounded to the nearest one one-thousandth (0.001) of 1.000%) equal to the sum of (A) the Reference Rate in effect as of the end of the Business Day prior to the Remarketing Date or Auction Date applicable to such Distribution Period, plus (B)(1) if the CCS Securities are rated at or above "Aa3" and "AA-" by Moody's and Standard & Poor's, respectively, 2.00%; or (2) if the CCS Securities are rated below "Aa3" and "AA-" by Moody's and Standard & Poor's, respectively, 2.50%; *provided, however*, that if Moody's and Standard & Poor's issue "split ratings" (e.g., "Aa3" by Moody's and "AA" by Standard & Poor's), then the lower rating shall be used to determine the Maximum Rate. In no event shall the Maximum Rate on any date of determination exceed the maximum rate permitted under applicable law.

"Moody's" shall mean Moody's Investor Services, Inc. and its successors.

"Outstanding" shall mean, as of any date and for any series of Preferred Stock, Preferred Stock theretofore issued by the Corporation except, without duplication, (i) any Preferred Stock theretofore cancelled or delivered to the Corporation for cancellation, (ii) any Preferred Stock as to which the Corporation or any Affiliate thereof (including any Affiliate that is a Broker-Dealer) shall be the owner, (iii) any Preferred Stock represented by any certificate in lieu of which a new certificate has been executed and delivered by the Corporation or (iv) any Preferred Stock previously redeemed by the Corporation.



"Pass Through Trust" shall have the meaning given to such term in the recitals hereof.

"Pass Through Trust Securities" shall have the meaning given to such term in the recitals hereof.

"Pass Through Trust Securities Face Amount" means the stated liquidation amount of \$100,000 per Pass Through Trust Security.

"Person" shall mean and shall include an individual, a partnership, a limited liability company, a corporation, a trust, an unincorporated association, a joint venture or other entity or a government or any agency or political subdivision thereof.

"Potential Holder" shall mean any Person, including any Existing Holder, who may be interested in acquiring any Preferred Stock (or, in the case of an Existing Holder, additional Preferred Stock) either directly or indirectly through its ownership of CCS Securities.

"Preferred Stock Directors" shall have the meaning given to such term in subsection (g)(iii) hereof.

"Purchaser Letter" shall have the meaning given to such term in subsection (j) hereof.

"Redemption Date" shall have the meaning given to such term in subsection (e)(i) hereof.

"Redemption Price" shall mean the price paid by the Corporation for shares of Preferred Stock redeemed on any Redemption Date, as determined in accordance with subsection (e) hereof.

"Reference Date" shall have the meaning given to such term in this subsection (c) within the definition of "Distribution Period."

"Reference Rate" shall mean, on any date, the one-month LIBOR rate as published by the British Bankers Association as of 11:00 a.m., London time on such date.

"Register" shall mean the register of Holders of Preferred Stock and CCS Securities maintained on behalf of the Corporation by the Trustee or any other Person in its capacity as transfer agent and registrar for the Preferred Stock and the CCS Securities.

"Remarketing" shall mean a periodic implementation of the Remarketing Procedures.

"Remarketing Agent" shall mean each of Banc of America Securities LLC and Lehman Brothers Inc., and their respective successors or assigns, or such other remarketing agent appointed to such capacity by the Trustee.

"Remarketing Agreement" means the agreement entered into between the Pass Through Trust and the Remarketing Agent and any similar agreement with a successor Remarketing Agent, which provides, among other things, that the Remarketing Agent will follow the Remarketing Procedures for the purpose of determining the applicable Distribution Rate for the relevant Flexed Rate Period and that the Corporation will use its best efforts to facilitate the Remarketing in accordance with such procedures.

"Remarketing Date" means any Business Day no later than the third Business Day prior to any Remarketing Settlement Date.

"Remarketing Procedures" shall mean the procedures set forth in the Remarketing Agreement for conducting a Remarketing, substantially as described in subsection (n) hereof.

"Remarketing Rate" shall mean a rate per annum equal to the rate provided to the Corporation by the Remarketing Agent, as determined by the Remarketing Agent pursuant to the Remarketing Procedures (notwithstanding that such Remarketing Procedures relate to the Pass Through Trust Securities), which rate shall be less than the Maximum Rate.

"Remarketing Settlement Date" means the first Business Day of the Flexed Rate Period with respect to which a Remarketing occurred.

"Restated Charter" means that document on file with the Maryland Department of Assessment and Taxation entitled "Articles of Amendment and Restatement" with an effective date of December 2004.

"Securities Depository" shall mean The Depository Trust Company or any successor company or other entity selected by the Corporation as securities depository for the Preferred Stock and the CCS Securities that agrees to follow the procedures required to be followed by such securities depository in connection with the Preferred Stock and the CCS Securities.

"Standard & Poor's" shall mean Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and its successors.

"Tax Matters Partner" shall mean the entity acting as tax matters partner of either of the Custodial Trusts.

"Tax Matters Partner Share" shall mean the CCS Securities of a Custodial Trust owned by a Tax Matter Partner in order to qualify such entity to act as tax matters partner of the relevant Custodial Trust.

"Trustee" shall mean The Bank of New York (Delaware), as trustee of the Pass Through Trust and the Custodial Trusts, unless and until a successor trustee is appointed pursuant to the organizational documents of the Pass Through Trust or the Custodial Trusts, as the case may be.

(d) Dividends.

(i) General. Subject to the Maximum Rate for each Distribution Period, Holders of the outstanding Preferred Stock of any series, in preference to the holders of Common Stock and of any other class of shares ranking junior to the Preferred Stock ("Junior Securities"), shall be entitled to receive out of any funds legally available therefor when, as and if declared by the Board of Directors of the Corporation or a duly authorized committee thereof, cash Dividends at a rate per share equal to the Distribution Rate determined for such series of Preferred Stock for the respective Distribution Period. Dividends on the Preferred Stock will accrue from the Date of Original Issue. Absent a Fixed Rate Distribution Event or a redemption in full of the Preferred Stock, the Distribution Rate will be determined pursuant to the Remarketing Procedures or the

Auction Procedures, as applicable, at the end of each Flexed Rate Period. Except as specified in subsection (m) hereof, if on any Auction Date an Auction is not held for any reason (other than because such date is not determined to be an Auction Date until after it has passed, in which case the Distribution Rate for the next Distribution Period shall be the Distribution Rate determined on the previous Auction Date), a Fixed Rate Distribution Event shall be deemed to have occurred on such scheduled Auction Date. So long as any Preferred Stock shall be Outstanding, no dividends, shall be paid or declared and no distribution shall be made on the Common Stock or any other shares of Junior Securities, nor shall any Common Stock be purchased, retired or otherwise acquired by the Corporation, unless all accrued and unpaid Dividends on the Preferred Stock for the then-current Distribution Period shall have been declared and paid or a sum sufficient for payment thereof set apart.

(A) No dividend or distribution may be paid upon or declared or set apart for any series of the Corporation's preferred stock ranking on parity as to Dividends with the Preferred Stock for any Distribution Period unless at the same time a like proportionate dividend for the same Distribution Period, ratable in proportion to the respective Distribution Rates fixed therefor, shall be paid upon or declared and set apart for all of the series of the Corporation's preferred stock ranking on parity as to Dividends with the Preferred Stock then issued and outstanding and entitled to receive such dividend or distribution.

(B) If Dividends are not paid in full upon the Preferred Stock or dividends on any other capital stock of the Corporation ranking on a parity as to Dividends with the Preferred Stock, Dividends may be declared upon shares of the Preferred Stock and any other such parity shares, but only if such Dividends are declared *pro rata* so that the amount of Dividends declared per share on the Preferred Stock and such other shares shall in all cases bear to each other the same ratio that the amount of accrued but unpaid Dividends per share on the shares of the Preferred Stock and such other parity shares bear to each other.

(C) Dividends (or amounts equal to accrued and unpaid Dividends) due and payable on a series of Preferred Stock with respect to a Distribution Period will be computed by multiplying the applicable Distribution Rate by a fraction, the numerator of which shall be the number of days in the Distribution Period and the denominator of which shall be 360, and multiplying the amount so obtained by \$1,000.

(D) Dividends shall be non-cumulative.

(E) Each Dividend shall be payable to the Holder or Holders of record of a series of Preferred Stock as of the opening of business on each Distribution Payment Date for each series; provided, that so long as the Preferred Stock is held of record by the nominee of the Securities Depositary, Dividends will be paid to the nominee of a Securities Depositary for each respective series. The Securities Depositary will credit the accounts of the Agent Members of Holders of the Preferred Stock in accordance with the Securities Depositary's normal procedures,

which provide for payment in same-day funds. The Agent Member of a Holder will be responsible for holding or disbursing such payments to such Holder in accordance with the instructions of such Holder.

(ii) Fixed Rate Distribution Event. A "Fixed-Rate Distribution Event" shall occur if, with respect to any Distribution Payment Date during an Auction Rate Mode, (A) the Corporation has elected to have the Preferred Stock bear the Fixed-Rate Distribution (a "Fixed Rate Election"), which election shall be made at least 10 days prior to such Distribution Payment Date, (B) the Corporation fails to pay the applicable Distribution Rate or (C) the Corporation fails to pay the fees and expenses of the related Custodial Trusts for the related Distribution Period. The Distribution Rate payable upon the occurrence of a Fixed Rate Distribution Event in respect of any series of Preferred Stock shall be the Fixed Rate Distribution for such series.

(e) Redemption.

(i) The Corporation shall have the right to redeem any series of Preferred Stock Outstanding (A) in whole but not in part on any Distribution Date during the Flexed Rate Period and (B) in whole or in part on (i) any Flexed Mode Redemption Date and (ii) any Distribution Payment Date in the Auction Rate Mode (each, a "Redemption Date"); *provided*, that the Corporation shall redeem all of a series of Preferred Stock in whole not in part if after giving effect to a partial redemption, the aggregate Liquidation Preference of Preferred Stock of such series outstanding immediately after such partial redemption would be less than \$20,000,000. Notwithstanding the foregoing, following a Fixed Rate Distribution Event, the Corporation shall not be permitted to redeem that series of Preferred Stock in whole or in part prior to the second anniversary of such Fixed Rate Distribution Event. In the case of any redemption pursuant to this subsection (e), the Redemption Price shall be an amount equal to the aggregate Liquidation Preference of the Preferred Stock to be redeemed plus accrued but unpaid Dividends on such Preferred Stock for the then-current Distribution Period to the Redemption Date and any declared and unpaid Dividends for any prior Distribution Period. In the event of a partial redemption of a series of Preferred Stock, the Redemption Price shall be allocated *pro rata* among the Holders of the Preferred Stock of such series. Payment of the Redemption Price will be made on the first Distribution Payment Date after the Corporation elects to redeem shares of Preferred Stock.

(ii) Notice of every such redemption shall be mailed, postage prepaid, to the Holders of the Preferred Stock to be redeemed at their respective addresses then appearing on the Register, not less than thirty (30) days nor more than sixty (60) days prior to Redemption Date. At any time before or after a notice of redemption has been given, the Corporation may deposit the aggregate Redemption Price of the Preferred Stock to be redeemed with any bank or trust company in New York, New York, having capital and surplus of more than \$5,000,000, named in such notice, directed to be paid to the respective Holders of the Preferred Stock to be redeemed, in amounts equal to the Redemption Price of all shares of Preferred Stock to be redeemed, on surrender of the stock certificate or certificates held by such Holders, and upon the making of such deposit such Holders shall cease to be shareholders with respect to such shares, and after

such notice shall have been given and such deposit shall have been made, such Holders shall have no interest in or claim against the Corporation with respect to such shares except only to receive such money from such bank or trust company without interest.

(iii) If the Holders of the shares of Preferred Stock which shall have been called for redemption shall not, within ten (10) years after such deposit, claim the amount deposited for the redemption thereof, any such bank or trust company shall, upon demand, pay over to the Corporation such unclaimed amounts and thereupon such bank or trust company and the Corporation shall be relieved of all responsibility in respect thereof and to such Holders.

(iv) Any Preferred Stock redeemed by the Corporation pursuant to this subsection (e) shall be canceled and resume the status of authorized and unissued capital stock without serial designation.

(f) Liquidation Preference.

(i) In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, to the extent allowed by applicable law, Holders will be entitled to receive an amount (the "Liquidation Preference") per share plus declared and unpaid Dividends thereon to and including the date such Liquidation Preference is paid. The Preferred Stock shall have a Liquidation Preference of \$1,000 per share. Payment of the Liquidation Preference will be made on the first Distribution Payment Date after the Board of Directors approves the liquidation of the Corporation.

(ii) In the event that, upon any such voluntary or involuntary dissolution, liquidation or winding up, the available assets of the Corporation are insufficient to pay the amount of the liquidating distributions on all outstanding Preferred Stock, then to the extent allowed by applicable law, the Holders shall share in any such distribution of assets on a *pro rata* basis. Unless and until payment in full has been made to the Holders of the Preferred Stock and to holders of all shares of other classes or series ranking on a parity with the Preferred Stock upon liquidation of the liquidating distributions to which they are entitled, upon liquidation, dissolution or winding up of the Corporation, no dividends or distributions may be made to the holders of the Common Stock or on any other class or series of Junior Securities upon liquidation and no purchase, redemption or other acquisition for any consideration by the Corporation may be made in respect of such stock or any such parity shares. After any payment of the full amount of the liquidating distributions to which they are entitled, the Holders of Preferred Stock will have no right or claim to any of the remaining assets of the Corporation.

(iii) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all the property or business of the Corporation, shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this subsection (f).

(iv) A dividend or distribution of all or substantially all of the assets of the Corporation to the holders of the Corporation's Common Stock or a repurchase or

redemption of all or substantially all of the Common Stock of the Corporation shall be deemed to be a dissolution, liquidation or winding up of the Corporation for purposes of this subsection (f).

(g) Voting Rights.

(i) Except as set forth herein or otherwise required by applicable law, the Holders of Preferred Stock shall have no voting rights and their consent shall not be required for taking any corporate action.

(ii) The affirmative vote of the Holders of at least a majority of the Preferred Stock at the time outstanding, given in person or by proxy at a meeting called for the purpose at which all Holders of Preferred Stock shall vote separately as a single class, shall be necessary to effect any one or more of the following:

(A) any amendment, alteration or repeal of any of the provisions of the Restated Charter or the By-Laws that would materially adversely affect the rights or preferences of the Holders of Preferred Stock (including without limitation the issuance of any equity securities of the Corporation senior to the Preferred Stock with respect to the right to receive dividends or distribution upon a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation); *provided, however*, that for purposes of this subsection (g), neither an amendment to the Restated Charter or the By-Laws so as to authorize or create, or to increase the authorized or outstanding amount of, Preferred Stock or of any shares of any class ranking on a parity with or junior to the Preferred Stock, nor an amendment to the Restated Charter or the By-Laws so as to increase the number of Directors of the Corporation shall be deemed to adversely affect the rights or preferences of the Holders of Preferred Stock; *provided, further*, that if such amendment, alteration or repeal materially adversely affects the rights or preferences of one or more but not all of the series of Preferred Stock at the time outstanding, only the affirmative vote of the holders of at least a majority of the number of the shares at the time outstanding of the series so affected shall be required; and

(B) a merger, sale of all its assets or an agreement to a voluntary liquidation of the Corporation, except if following such merger, sale of assets or voluntary liquidation, there would be no other preferred stock outstanding senior in right of payment to the Preferred Stock and the Preferred Stock is exchanged for preferred stock or securities of the surviving entity having the same rights and preferences with respect to such entity as the Preferred Stock have with respect to the Corporation.

(iii) If the Corporation fails to pay Dividends in full on the Preferred Stock for eighteen consecutive months or funds sufficient to pay such dividends in full shall not have been deposited with the Auction Agent, subject to applicable corporation law of the State of Maryland, the authorized number of members of the Board of Directors shall automatically be increased by two and the Holders of the Preferred Stock, voting as a single class, will be entitled to fill the vacancies so created by electing two additional

directors (the "Preferred Stock Directors"). The meeting to elect the Preferred Stock Directors shall be held no more than 60 days after the last day of an eighteen consecutive month period during which the Corporation failed to pay Dividends on the Preferred Stock. The terms of the Preferred Stock Directors shall cease upon the Corporation paying dividends in full or the redemption of the Preferred Stock and, at such time, such Preferred Stock Directors will cease to serve on the Corporation's Board of Directors without any further action on the part of the Board of Directors or the Holders of the Preferred Stock.

(h) Conversion. The Preferred Stock may not be converted into Common Stock.

(i) Notice. All notices or communications, unless otherwise specified in the Restated Charter, shall be sufficiently given if in writing and delivered in person, mailed by first-class mail, postage prepaid, or transmitted by facsimile, email or any other standard form of written telecommunication to a Holder of Preferred Stock at the address of such Holder set forth in the Register. Notice shall be deemed given on the earlier of the date received or the date seven days after which such notice is mailed.

(j) Transfer Restrictions. The Preferred Stock may only be sold or otherwise transferred in accordance with the restrictions set forth below:

(i) The Preferred Stock shall bear the following legend:

"THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") , OR ANY STATE OR OTHER SECURITIES LAW. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED PURSUANT TO THE SECURITIES ACT OR (B) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(A) (1) , (2), (3) OR (7) OF THE SECURITIES ACT AND (2) IT IS A QUALIFIED PURCHASER AND (3) AGREES THAT IT WILL NOT PRIOR TO (X) THE DATE WHICH IS TWO YEARS (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144(k) UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE DATE OF THE ORIGINAL ISSUE DATE HEREOF (OR OF ANY PREDECESSOR OF THIS SECURITY) OR THE LAST DAY ON WHICH ASSURED GUARANTY CORP. ("ASSURED GUARANTY") OR ANY AFFILIATE OF ASSURED GUARANTY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS (THE "RESALE RESTRICTION TERMINATION DATE") , OFFER, SELL OR

OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IF BEING MADE IN RELIANCE ON RULE 144A, OR (C) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND: PROVIDED THAT ASSURED GUARANTY AND THE TRUSTEE SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (B) OR (C) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. AS USED HEREIN, THE TERMS HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE SECURITIES ACT."

(ii) The purchaser or transferee of any Preferred Stock shall deliver a letter (the "Purchaser Letter") addressed to the Trustee of the relevant Custodial Trust and the related Broker-Dealer if in Auction Rate Mode in which such Person agrees, among other things, to offer to purchase, purchase, offer to sell and/or sell any Preferred Stock and/or CCS Securities only as set forth in the Auction Procedures, Remarketing Procedures, or as otherwise required, as applicable.

(k) Other Rights of Holders of Preferred Stock. Unless otherwise required by law, the Holders of Preferred Stock shall not have any rights other than as set forth in these Articles Supplementary and the Restated Charter of the Corporation.

(l) General. For the purpose hereof:

Whenever reference is made to shares "ranking on a parity with the Preferred Stock," such reference shall mean and include all shares of the Corporation in respect of which the rights of the Holders thereof as to the payment of dividends or as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation rank equally with the rights of the Holders of Preferred Stock; and whenever reference is made to Junior Securities or shares "ranking junior to the Preferred Stock," such reference shall mean and include all shares of the Corporation in respect of which the rights of the Holders thereof as to the payment of dividends and as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation are junior and subordinate to the rights of the holders of the Preferred Stock.



(m) Act of God, Natural Disaster, Etc.

(i) Notwithstanding anything else set forth herein, if during the Auction Rate Mode an Auction Date does not occur as scheduled because (x) the New York Stock Exchange is closed for business due to an act of God, natural disaster, act of war, civil or military disturbance, act of terrorism, sabotage, riots or a loss or malfunction of utilities or communications services or the Auction Agent is not able to conduct an Auction in accordance with the Auction Procedures for any such reason or (y) the Auction Agent breaches its obligations or otherwise fails to perform in accordance with the terms of the Auction Agent Agreement, then, in each case, the Distribution Rate for the next Distribution Period shall be the Distribution Rate applicable during the immediately preceding Distribution Period.

(ii) Notwithstanding anything else set forth herein, if a Distribution Payment Date does not occur as scheduled because the New York Stock Exchange is closed for business due to an act of God, natural disaster, act of war, civil or military disturbance, act of terrorism, sabotage, riots or a loss or malfunction of utilities or communications services or the Dividend payable on such date can not be paid for any such reason, then:

(A) the Distribution Payment Date for the affected Distribution Period shall be the next Business Day on which the Corporation and its paying agent, if any, are able to cause the Dividend to be paid using their reasonable best efforts;

(B) the affected Distribution Period shall end on the day it would have ended had such event not occurred and the Distribution Payment Date had remained the scheduled date;

(C) the next Distribution Period will begin and end on the dates on which it would have begun and ended had such event not occurred and the Distribution Payment Date remained the scheduled date; and

(D) no interest shall accrue in respect of such delay in payment of Dividends.

(n) Remarketing Procedures

(i) Remarketing.

(A) On every fifth anniversary of the issue date of the Pass-Through Trust Securities, the Remarketing Agents shall, to the extent the Custodial Trust have not given notice of redemption in full of the CCS Securities in accordance with the terms thereof and the Remarketing Agents have not deemed a Failed Remarketing to have occurred, remarket all the outstanding Pass-Through Trust Securities prior to the expiration of the then current Flexed Rate Period in order to establish the Remarketing Rate applicable during the relevant subsequent Flexed Rate Period.

(B) If the Remarketing Agents give notice to the Pass-Through Trust and the Trustee not less than five (5) Business Days prior to any Remarketing Date of its intention to purchase all of the outstanding Pass-Through Trust Securities for remarketing on such Remarketing Date, all outstanding Pass-Through Trust Securities will be deemed to have been automatically tendered to the Remarketing Agents for purchase on such Remarketing Date, at a purchase price equal to 100% of their aggregate face amount.

(C) The obligation of the Remarketing Agents to purchase the Pass Through Trust Securities on such Remarketing Date will be subject to the terms and conditions set forth in the Remarketing Agreement.

(ii) Successful Remarketing.

(A) On any Remarketing Date on which a Remarketing is to be conducted, the Remarketing Agents will use their commercially reasonable efforts to remarket for a subsequent Flexed Rate Period, at a price equal to 100% of the Pass Through Trust Securities thereof, the Pass Through Trust Securities. If, as a result of such efforts, on any Remarketing Date, the Remarketing Agents have determined that they will be able to remarket all Pass Through Trust Securities at a Distribution Rate below the Maximum Rate and at a price equal to 100% of the Pass Through Trust Security Face Amount, prior to 4:00 P.M., New York City time, on such Remarketing Date, the Remarketing Agents will determine the Distribution Rate, which will be the rate per annum (rounded to the nearest one-thousandth (0.001) of one percent per annum) which the Remarketing Agents determine, in their sole judgment, to be the lowest Distribution Rate per annum, if any, that is less than the Maximum Rate and that will enable them to remarket all Pass Through Trust Securities for a subsequent Flexed Rate Period at a price equal to 100% of the Pass Through Trust Security Face Amount.

(B) The Distribution Rate determined in accordance with subsection (iv) above shall be the Remarketing Rate with respect to the Pass Through Trust Securities, the CCS Securities and the Preferred Stock for the new Flexed Rate Period.

(C) Absent manifest error, the Remarketing rate so determined will be binding and conclusive upon the holders of the Pass-Through Trust Securities, the Pass-Through Trust, each Custodial Trust and its respective trustee, on the Corporation and on the Holders of the Preferred Stock.

(D) The Remarketing Agents will notify the Pass-Through Trust, the Trustee, each Custodial Trust and its respective trustee, DTC and the Corporation by telephone, confirmed in writing, no later than 5:00 p.m., New York City time, on the relevant determination date, of the new Remarketing Rate in respect of such Remarketing Date.

(iii) Failed Remarketing.

(A) If the Remarketing Agents determine, in their sole judgment, that they are unable to remarket by 4:00 P.M., New York City time on the third Business Day prior to the Remarketing Settlement Date, all outstanding Pass Through Trust Securities for a subsequent Flexed Rate Period at a price equal to 100% of the Pass Through Trust Securities Face Amount and at a Distribution Rate below the Maximum Rate (a "Failed Remarketing"), then the Remarketing Agent shall notify the Trustee thereof and the Trustee shall send notice to the Holders of the Pass Through Trust Securities, the Pass Through Trust, each Custodial Trust, the Corporation, Auction Agent and the Broker-Dealers thereof, following which the Pass Through Trust shall liquidate and dissolve and an Auction of the CCS Securities shall be held by the Auction Agent pursuant to the terms of the Auction Agent Agreement. Upon the occurrence of a Failed Remarketing, determined prior to the third Business Day preceding the end of the current Flexed Rate Period, the initial auction date in respect of the CCS Securities shall be the Business Day immediately preceding the last day of the Flexed Rate Period. Subsequent Auction Dates shall occur on a Business Day that is (i) not on the same week day as the day regularly scheduled as an Auction Day for any other CCS Trust, and (ii) not more than [5] Business Days following the Failed Remarketing. In the event a Failed Remarketing occurs or is deemed to occur within three Business Days of the end of the current Flexed Rate Period, the initial auction date in respect of the CCS Securities shall be the third Business Day following such Failed Remarketing. The Distribution Rate from and including the originally scheduled Remarketing Settlement Date until such Auction Date shall be the Delayed Auction Rate. If Sufficient Clearing Bids have been made at the Auction scheduled to be held on such Auction Date, then each Holder of CCS Securities shall be deemed to have tendered for purchase on such Auction Date all of their CCS Securities at the aggregate CCS Liquidation Amount of the CCS Securities so tendered. If Sufficient Clearing Bids have not been made (other than because all of the outstanding CCS Securities are subject to Submitted Hold Orders) at the Auction scheduled to be held on such Auction Date (a "Failed Auction"), then the Distribution Rate shall be the Maximum Rate, no CCS Securities will be sold in the Remarketing and each Holder will continue to hold its CCS Securities at the revised Distribution Rate for such Distribution Period.

(B) All Pass Through Trust Securities sold in a Remarketing, or, if applicable, at the Auction following a Failed Remarketing, will be automatically delivered to the account of the Remarketing Agents through the facilities of the Clearing Agency against payment of the purchase price therefor on the Remarketing Settlement Date or the relevant Auction Date, as applicable. The Remarketing Agents will make payment to the Clearing Agency Participant of each Holder of Pass Through Trust Securities in the Remarketing, or the Auction following a Failed Remarketing, as applicable, through the facilities of the Clearing Agency by the close of business on the Remarketing Settlement Date or the relevant Auction Date, as applicable. In accordance with the Clearing Agency's normal procedures, on such Remarketing Settlement Date or Auction Date, as applicable, the transaction described above with respect to each Pass Through Trust Securities or

CCS Security sold in the Remarketing or at the Auction next following a Failed Remarketing, will be executed through the Clearing Agency Participants, will be debited and credited and such Pass Through Trust Securities or CCS Securities delivered by book entry as necessary to effect purchases and sales of such CCS Securities. The Clearing Agency is expected to make payment in accordance with its normal procedures. This Subsection (B) shall not apply if definitive CCS Securities certificates have been issued.

(C) If any Holder selling Pass Through Trust Securities in the Remarketing or CCS Securities as a result of an Auction having been held following a Failed Remarketing, fails to deliver such Pass Through Trust Securities or CCS Securities, the Clearing Agency Participant of such selling Holder and of any other person that was to have purchased Securities in such Remarketing or Auction, as applicable, may deliver to any such other person a number of Securities that is less than the number of Securities that otherwise was to be purchased by such person. In such event, the number of CCS Securities to be so delivered will be determined by such Clearing Agency Participant and delivery of such lesser number of CCS Securities will constitute good delivery. This Subsection (E) shall not apply if definitive CCS Securities certificates have been issued.

(o) Certain definitions for Auction Procedures.

The following procedures shall apply equally and separately to each series of CCS Securities. Capitalized terms used but not defined shall have the meanings given in these Articles Supplementary. As used in the Auction Procedures, the following terms shall have the following meanings, unless the context otherwise requires:

- (i) "Available CCS Securities" shall have the meaning specified in subsection (t)(i) hereof.
- (ii) "Bid" shall have the meaning specified in subsection (p)(i) hereof.
- (iii) "Bidder" shall have the meaning specified in subsection (p)(i) hereof.
- (iv) "Hold Order" shall have the meaning specified in subsection (p)(i) hereof.
- (v) "Order" shall have the meaning specified in subsection (p)(i) hereof.
- (vi) "Remaining Amount" shall have the meaning specified in subsection (u)(ii)(D) hereof.
- (vii) "Sell Order" shall have the meaning specified in subsection (p)(i) hereof.
- (viii) "Submission Deadline" shall have the meaning set forth in subsection (p)(i) hereof.
- (ix) "Submitted Bid" shall have the meaning set forth in subsection (s)(i) hereof.

(x) "Submitted Hold Order" shall have the meaning specified in subsection (s)(i) hereof.

(xi) "Submitted Order" means any Submitted Bid, any Submitted Hold Order or any Submitted Sell Order.

(xii) "Submitted Sell Order" shall have the meaning specified in subsection (s)(i) hereof.

(xiii) "Sufficient Clearing Bids" shall have the meaning specified in subsection (t)(i) hereof.

(xiv) "Winning Bid Rate" shall have the meaning specified in subsection (t)(ii) hereof.

(p) Orders by Existing Holders and Potential Holders.

(i) Prior to 1:00 p.m. New York City time on each Auction Date or such other time on any Auction Date by which the Broker-Dealers are required to submit Orders to the Auction Agent as specified by the Auction Agent from time to time (the "Submission Deadline"):

(A) each Existing Holder of CCS Securities may submit to the Broker-Dealers an order, by telephone or otherwise, consisting of information as to:

(1) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder desires to continue to hold without regard to the Distribution Rate for the next succeeding Distribution Period (a "Hold Order");

(2) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder offers to sell if the Distribution Rate for the next succeeding Distribution Period shall be less than the rate per annum specified by such Existing Holder (a "Bid"); or

(3) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder offers to sell without regard to the Distribution Rate for the next succeeding Distribution Period (a "Sell Order"); and

(B) in addition to the information specified in clause (A) above, each Existing Holder that is an investment manager, fiduciary or a Person that is submitting Orders on behalf of more than one beneficial owner of CCS Securities must submit to the Broker-Dealer an Order, by telephone or otherwise, consisting of information as to:

(1) the number of accounts for which the Order is being submitted (including accounts which are not submitting Orders in the Auction, which would be deemed Hold Orders);

(2) the face amount of outstanding CCS Securities held by such accounts; and

(3) the nature of the Order for each account (i.e., Hold, Bid or Sell Orders), and if there is more than one Order per account, the number of shares of CCS Securities per Order; and

(C) the Broker-Dealers may contact Potential Holders by telephone or otherwise to determine the CCS Liquidation Amount of CCS Securities which each such Potential Holder offers to purchase if the Distribution Rate for the next succeeding Distribution Period is not less than the Bid specified by such Potential Holder.

For the purposes hereof, the communication to a Broker-Dealer of information referred to in clause (A) or (B) of this subsection (p)(i) is hereinafter referred to as an "Order" and collectively as "Orders." Each Existing Holder and each Potential Holder placing an Order is hereinafter referred to as a "Bidder" and collectively as "Bidders."

(A) Subject to the provisions described in subsection (r) hereof, a Bid by an Existing Holder will constitute an irrevocable offer to sell:

(1) the CCS Liquidation Amount of CCS Securities specified in such Bid if the Distribution Rate is less than the rate specified in such Bid; or

(2) such CCS Liquidation Amount or a lesser CCS Liquidation Amount of CCS Securities to be determined as set forth in subsection (ii)(D) hereof, if the Distribution Rate is equal to the rate specified in such Bid.

Subject to the provisions described in subsection (r) hereof, a Sell Order by an Existing Holder will constitute an irrevocable offer to sell the CCS Liquidation Amount of outstanding CCS Securities specified in such Sell Order.

(B) Subject to the provisions described in subsection (r) hereof, a Bid by a Potential Holder will constitute an irrevocable offer to purchase:

(1) the CCS Liquidation Amount of CCS Securities specified in such Bid if the Distribution Rate is higher than the rate specified in such Bid; or

(2) such CCS Liquidation Amount or a lesser CCS Liquidation Amount of CCS Securities as set forth in subsection (u)(ii)(E) hereof, if the Distribution Rate is equal to the rate specified in such Bid:

If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent will round such rate down to the next highest one-thousandth (0.001) of 1.000%.

If an Order or Orders covering all outstanding CCS Securities held by any Existing Holder is not submitted to the Auction Agent prior to the Submission Deadline for any reason, including the failure of a Broker-Dealer to submit such Existing Holder's Order to the Auction Agent prior to the Submission Deadline, the Auction Agent will deem a Hold Order to have been submitted on behalf of such Existing Holder covering the CCS Liquidation Amount of outstanding CCS Securities held by such Existing Holder and not subject to an Order submitted to the Auction Agent.

Neither a Custodial Trust nor the Auction Agent will be responsible for any failure of the Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor will any such party be responsible for failure by the Securities Depository, to effect any transfer or to provide the Auction Agent with current information regarding registration of transfers.

Neither the Corporation nor any Affiliate thereof, nor any Holder of a fractional share of the Preferred Stock or the CCS Securities may submit an Order in any Auction.

An Existing Holder may submit different types of Orders in an Auction with respect to the CCS Securities then held by such Existing Holder. An Existing Holder that offers to purchase additional CCS Securities is, for purposes of such offer, treated as a Potential Holder with respect to such securities.

(g) Maximum Rate. Any Bid specifying a rate higher than the Maximum Rate will (i) be treated as a Sell Order if submitted by an Existing Holder and (ii) not be accepted if submitted by a Potential Holder.

(r) Validity of Orders.

(i) If any Existing Holder submits through a Broker-Dealer to the Auction Agent one or more Orders covering in the aggregate more than the CCS Liquidation Amount of outstanding CCS Securities actually held by such Existing Holder, such Orders will be considered valid as follows and in the order of priority set forth below:

(A) all Hold Orders will be considered valid, but only up to and including, in the aggregate, the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, and if the aggregate CCS Liquidation Amount of CCS Securities subject to such Hold Orders exceeds the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, the aggregate CCS Liquidation Amount of CCS Securities subject to each such Hold Order will be reduced *pro rata* to cover the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder;

(1) any Bid will be considered valid up to and including the excess of the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder over the aggregate CCS Liquidation Amount of CCS Securities subject to any Hold Orders referred to in clause (A) above;

(2) subject to clause (1) above, if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate CCS Liquidation Amount of CCS Securities subject to such Bids is greater than such excess, such Bids will be considered valid up to and including the amount of such excess and the CCS Liquidation Amount of CCS Securities subject to each Bid with the same rate will be reduced *pro rata* to cover the CCS Liquidation Amount of CCS Securities equal to such excess;

(3) subject to clauses (1) and (2) above, if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids will be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the CCS Liquidation Amount of such excess; and

(4) in any event, the aggregate CCS Liquidation Amount of CCS Securities, if any, subject to Bids not valid under this clause (B) will be treated as the subject of a Bid by a Potential Holder at the rate therein specified; and

(B) all Sell Orders will be considered valid up to and including the excess of the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder over the aggregate CCS Liquidation Amount of CCS Securities subject to Hold Orders referred to in clause (A) above and valid Bids referred to in clause (B) above; *provided*, that if the aggregate CCS Liquidation Amount of CCS Securities subject to such Sell Orders exceeds the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder, the aggregate CCS Liquidation Amount of CCS Securities subject to each such Sell Order will be reduced *pro rata* to cover the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder.

If more than one Bid for CCS Securities is submitted on behalf of any Potential Holder, each Bid submitted will be a separate Bid with the rate and amount therein specified. Any Bid or Sell Order submitted by an Existing Holder not equal to an integral multiple of the CCS Liquidation Amount of each share of CCS Securities will be rejected and be deemed a Hold Order. Any Bid submitted by a Potential Holder not equal to an integral multiple of the CCS Liquidation Amount of CCS Securities will be rejected. Any Order submitted in an Auction by a Broker-Dealer to the Auction Agent prior to the Submission Deadline on any Auction Date shall be irrevocable, except in the case of a Delayed Auction, in which the new Orders will be submitted on the date of such Delayed Auction.



(s) Submission of Orders by Broker-Dealers to Auction Agent.

(i) Each Broker-Dealer shall submit in writing or through the Auction Agent's auction processing system to the Auction Agent, prior to the Submission Deadline on each Auction Date, all Orders obtained by such Broker-Dealer and specifying with respect to each Order:

(A) the name or other identifier of the Bidder placing such Order;

(B) the aggregate CCS Liquidation Amount of CCS Securities that are the subject of such Order;

(C) to the extent that such Bidder is an Existing Holder:

(1) the aggregate CCS Liquidation Amount of CCS Securities subject to any Hold Order placed by such Existing Holder (each, a "Submitted Hold Order");

(2) the aggregate CCS Liquidation Amount of CCS Securities subject to any Bid placed by such Existing Holder and the rate specified in such Bid (each, a "Submitted Bid"); and

(3) the aggregate CCS Liquidation Amount of CCS Securities subject to any Sell Order placed by such Existing Holder (each, a "Submitted Sell Order"); and

(D) to the extent such Bidder is a Potential Holder the rate specified in such Potential Holder's Bid.

(ii) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate down to the next one-thousandth (0.001) of 1.000%.

(iii) If an Order or Orders covering the aggregate CCS Liquidation Amount of CCS Securities held by an Existing Holder are not submitted to the Auction Agent prior to the Submission Deadline for any reason, including the failure of a Broker-Dealer to contact such Existing Holder or to submit such Existing Holder's Order to the Auction Agent, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Holder covering the CCS Liquidation Amount of the CCS Securities held by such Existing Holder and not subject to Orders submitted to the Auction Agent.

(iv) If one or more Orders on behalf of an Existing Holder covering in the aggregate more than the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder are submitted to the Auction Agent, such Orders shall be considered valid as follows and in the following order of priority:

(A) all Hold Orders submitted on behalf of such Existing Holder shall be considered valid, but only up to and including in the aggregate the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder, and, if the

CCS Liquidation Amount of CCS Securities subject to such Hold Orders exceeds the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, the CCS Liquidation Amount of CCS Securities subject to each such Hold Order shall be reduced *pro rata* to cover the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder:

(1) any Bid submitted on behalf of such Existing Holder shall be considered valid up to and including the excess of the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder over the CCS Liquidation Amount of the CCS Securities subject to any Hold Order referred to in clause (A) above;

(2) subject to subsection (r)(iv)(B)(i) hereof, if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate CCS Liquidation Amount of the CCS Securities subject to such Bids is greater than such excess, such Bids shall be considered valid up to the amount of such excess, and the CCS Liquidation Amount of the CCS Securities subject to each Bid with the same rate shall be reduced *pro rata* to cover the CCS Liquidation Amount of the CCS Securities equal to such excess;

(3) subject to subsections (r)(iv)(B)(1) and (2) hereof, if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids shall be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the CCS Liquidation Amount of such excess; and

(4) in any such event, the number, if any, of such CCS Securities subject to Bids not valid under subsection (r)(iv)(B) hereof shall be treated as the subject of a Bid by a Potential Holder; and

(B) all Sell Orders shall be considered valid but only up to and including in the aggregate the excess of the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder over the CCS Liquidation Amount of the CCS Securities subject to Hold Orders referred to in subsection (r)(iv)(A) hereof and valid Bids referred to in subsection (r)(iv)(B) hereof.

(v) If more than one Bid is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate and CCS Liquidation Amount of the CCS Securities therein specified.

(vi) Unless otherwise agreed, the Broker-Dealer acting as lead may submit Bids or Hold Orders, including deemed Hold Orders, representing up to 20 holders, and the other Broker-Dealer may submit such Orders representing up to 5 holders, in each case for the purpose of assuring compliance with the Maximum Number of Holders limitations. Each Broker-Dealer shall, upon request, confirm that the aggregate number of holders represented by the Bids or Hold Orders, including deemed Hold Orders,

submitted by such Broker-Dealer in each Auction does not exceed the limitation set forth above.

(t) Determination of Sufficient Clearing Bids, Winning Bid Rate and Distribution Rate.

(i) Not earlier than the Submission Deadline on each Auction Date, the Auction Agent will assemble all valid Submitted Orders and will determine the excess of the total CCS Liquidation Amount of CCS Securities on such Auction Date over the sum of the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Hold Orders (such excess being hereinafter referred to as the "Available CCS Securities"), and whether Sufficient Clearing Bids have been made in the Auction. "Sufficient Clearing Bids" will have been made if the number of CCS Securities that are the subject of Submitted Bids by Potential Holders specifying rates not higher than the applicable Maximum Rate (subject to the limitation that the number of Existing Holders of CCS Securities cannot exceed the Maximum Number of Holders) equals or exceeds the number of CCS Securities that are the subject of Submitted Sell Orders (including the number of CCS Securities subject to Bids by Existing Holders specifying rates higher than the applicable Maximum Rate).

(ii) If Sufficient Clearing Bids have been made, the Auction Agent will determine the lowest rate specified in the Submitted Bids (the "Winning Bid Rate") which, taking into account the rates in the Submitted Bids of Existing Holders, would result in Existing Holders continuing to hold an aggregate amount of CCS Securities which, when added to the amount of CCS Securities to be purchased by Potential Holders, based on the rates in their Submitted Bids, would equal not less than the CCS Liquidation Amount of Available CCS Securities. In such event, the Winning Bid Rate will be the Distribution Rate for the next succeeding Distribution Period.

(iii) If a Failed Auction occurs, the Distribution Rate will be the Maximum Rate for the next succeeding Distribution Period.

(iv) If all of the Existing Holders indicate a desire to hold all of the CCS Securities of a Series without regard to the Distribution Rate, the Distribution Rate payable on such CCS Securities for the next Distribution Period will be a percentage (as selected by the Board of Directors prior to the issuance of the CCS Securities) of the Reference Rate in effect as of the end of the Auction Date. If during the Auction Rate Mode all outstanding CCS Securities of a Custodial Trust are subject to Hold Orders (as defined in subsection (p)(i) hereof), the Distribution Rate for the next Distribution Period will be a rate per annum equal to 95% of the Reference Rate on the Auction Date for such Distribution Period.

(u) Acceptance and Rejection of Orders.

(i) Existing Holders will continue to hold the CCS Liquidation Amount of CCS Securities that are subject to Submitted Hold Orders and, based on the determination made as described under subsection (r) hereof, Submitted Bids and Submitted Sell Orders

will be accepted or rejected and the Auction Agent will take such other action as set forth below.

(ii) If Sufficient Clearing Bids have been made, all Submitted Sell Orders will be accepted and, subject to the discretion of the Auction Agent to round and allocate certain CCS Securities as described below, Submitted Bids will be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is higher than the Winning Bid Rate will be accepted, thus requiring each such Existing Holder to sell the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(B) each Existing Holder's Submitted Bid specifying any rate that is lower than the Winning Bid Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(C) Potential Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate will be accepted;

(D) each Existing Holder's Submitted Bids specifying a rate that is equal to the Winning Bid Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bid, unless the aggregate CCS Liquidation Amount of CCS Securities subject to all such Submitted Bids is greater than the CCS Liquidation Amount of CCS Securities (the "Remaining Amount") equal to the excess of the Available CCS Securities over the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clauses (B) and (C) above, in which event such Submitted Bid of such Existing Holder will be rejected in part, and such Existing Holder will be entitled to continue to hold the CCS Liquidation Amount of CCS Securities subject to such Submitted Bid, but only in a CCS Liquidation Amount equal to the aggregate CCS Liquidation Amount of CCS Securities obtained by multiplying the Remaining Amount by a fraction, the numerator of which is the CCS Liquidation Amount of CCS Securities held by such Existing Holder subject to such Submitted Bid and the denominator of which is the sum of the CCS Liquidation Amount of outstanding CCS Securities subject to such Submitted Bids made by all such Existing Holders that specified a rate equal to the Winning Bid Rate; and

(E) each Potential Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate will be accepted but only in a CCS Liquidation Amount equal to the CCS Liquidation Amount of CCS Securities obtained by multiplying the excess of the aggregate CCS Liquidation Amount of Available CCS Securities over the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clauses (B), (C) and (D) above by a fraction, the numerator of which is the aggregate CCS Liquidation Amount of CCS Securities

subject to such Submitted Bid and the denominator of which is the sum of the CCS Liquidation Amount of CCS Securities subject to Submitted Bids made by all such Potential Holders that specified a rate equal to the Winning Bid Rate.

(iii) If Sufficient Clearing Bids have not been made (other than because all of the CCS Securities are subject to Submitted Hold Orders), subject to the discretion of the Auction Agent to round and allocate certain CCS Securities as described below, Submitted Orders will be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is equal to or lower than the applicable Maximum Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(B) Potential Holders' Submitted Bids specifying any rate that is equal to or lower than the applicable Maximum Rate will be accepted, thus requiring such Potential Holders to purchase the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids; and

(C) each Existing Holder's Submitted Bids specifying any rate that is higher than the applicable Maximum Rate and the Submitted Sell Order of each Existing Holder will be accepted, thus entitling each Existing Holder that submitted any such Submitted Bid or Submitted Sell Order to sell the CCS Securities subject to such Submitted Bid or Submitted Sell Order, but in both cases only in a CCS Liquidation Amount equal to the aggregate CCS Liquidation Amount of CCS Securities obtained by multiplying the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clause (B) above by a fraction, the numerator of which is the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder subject to such Submitted Bid or Submitted Sell Order and the denominator of which is the aggregate CCS Liquidation Amount of CCS Securities subject to all such Submitted Bids and Submitted Sell Orders.

If all CCS Securities are subject to Submitted Hold Orders, all Submitted Bids will be rejected.

If as a result of the procedures described in clause (B) or (C) above, any Existing Holder would be entitled or required to sell, or any Potential Holder would be entitled or required to purchase, a fraction of a security of CCS Securities, the Auction Agent will, in such manner as it will, in its sole discretion, determine, round up or down the number of CCS Securities to be purchased or sold by any Existing Holder or Potential Holder so that only whole securities will be entitled to be purchased or sold by each Potential Holder or Existing Holder even if such allocation results in one or more of such Potential Holders not purchasing any CCS Securities.

Based on the results of each Auction, the Auction Agent will determine the aggregate CCS Liquidation Amount of CCS Securities to be purchased and the aggregate CCS Liquidation Amount of CCS Securities to be sold by Potential Holders and Existing

Holders (other than any fractional Tax Matters Partner Share) on whose behalf the Broker-Dealer submitted Bids or Sell Orders.

(v) Maximum Number of Holders.

(i) Unless and until the Broker-Dealer notifies the Auction Agent of a different number, the "maximum number of Holders" for a Custodial Trust's CCS Securities shall be 100. If the Broker-Dealer determines (and provides written notice thereof to the Auction Agent prior to 10:00 a.m., New York City time, on any Auction Date) or if the Auction Agent determines, that as a result of allocations of CCS Securities made by the Auction Agent in an Auction in accordance with the Auction Procedures, there is a significant possibility that the number of Holders of a Custodial Trust's CCS Securities would be greater than the maximum number of Holders, the Auction Agent shall (1) in consultation with the Corporation and the Broker-Dealer, review the ownership of the CCS Securities to determine whether any Person has been counted more than once in determining the number of Holders and (2) in consultation with the Broker-Dealer and with any other Persons that the Auction Agent determines would become Existing Holders of CCS Securities on behalf of more than one Holder, determine the number of beneficial Holders of CCS Securities on behalf of which such Broker-Dealer and other Persons would hold CCS Securities, and if after completing such determination and eliminating all Persons that have been counted more than once, the number of Holders of CCS Securities would nonetheless be greater than the maximum number of Holders, then the Auction Agent, in consultation with the Broker-Dealers, shall make a new determination of the results of such Auction as follows, in the following order of priority:

(A) if one or more Bids of Existing Holders specifying the Winning Bid Rate would have been accepted in part, or one or more Bids of Potential Holders specifying the Winning Bid Rate would have been rejected in part, and the Auction Agent determines (in consultation with the Broker-Dealer) that the acceptance in whole or in part of one or more Bids of Existing Holders specifying the Winning Bid Rate or the rejection in whole or in part of one or more Bids of Potential Holders specifying the Winning Bid Rate would cause the number of Holders to be less than or equal to the maximum number of Holders, to that extent such Bids shall be accepted or rejected, as the case may be; and if necessary;

(B) if the Auction Agent determines (in consultation with the Broker-Dealer) that (1) the rejection in whole or in part of one or more Bids of Existing Holders specifying a rate or rates lower than the maximum rate but higher than the rate which would have been the Winning Bid Rate, or the acceptance in whole or in part of one or more Bids of Potential Holders specifying such a rate or rates and (2) the rejection in whole or in part of one or more Bids of Potential Holders specifying a rate or rates equal to or lower than the rate which would have been the Winning Bid Rate, would cause the number of Holders to be less than or equal to the maximum number of Holders, to that extent such Bid of any Existing Holder that is so rejected or any such Bid of any Potential Holder that is so accepted and the highest rate specified in any such Bid of any Existing Holder that is so rejected or

any such Bid of any Potential Holder that is so accepted shall be the Winning Bid Rate; provided, that, to the extent practicable, Bids of Existing Holders which would have been accepted specifying a lower rate shall be rejected, and Bids of Potential Holders specifying a lower rate shall be accepted, before such Bids specifying a higher distribution rate; and provided, further, that subject to the foregoing proviso, to the extent practicable, Bids of Potential Holders which would have been accepted specifying a higher rate shall be rejected before such Bids specifying a lower rate, and Bids of Existing Holders specifying a rate shall be rejected before Bids of Potential Holders specifying the same rate are accepted;

(ii) if the Broker-Dealers, in consultation with the Auction Agent, determine that the application of the foregoing procedures could not result in the number of Holders being less than or equal to the maximum number of Holders, then sufficient clearing Bids shall be deemed not to exist for such Auction and the "maximum rate" shall be the rate for the next succeeding distribution period for the CCS Securities held by the Custodial Trust and sell orders shall be accepted, in the sole discretion of the Auction Agent, only to the extent that their acceptance would not cause the number of Holders to exceed the maximum number of Holders for such Custodial Trust; provided, that to the extent practicable, Bids of Potential Holders specifying a lower rate shall be accepted before Bids of Potential Holders specifying a higher rate; or

(iii) in the event that the Auction Agent has been notified by a Broker-Dealer that the application of the Auction Procedures would cause the number of Existing Holders of CCS Securities to exceed the Maximum Number of Holders, the Auction Agent shall consult with each Broker-Dealer and review, prior to the completion of the Auction, the beneficial ownership of the outstanding CCS Securities to determine the number of Existing Holders for purposes of implementing the procedures specified in subsections (i) and (ii) above. In making such determinations and implementing the procedures specified in subsections (i) and (ii) above, the Auction Agent may conclusively rely upon the information supplied to it by the Broker-Dealers, in each case in the absence of bad faith or manifest error on their respective parts.

\* \* \*

These Articles Supplementary shall be effective on the date of acceptance for record by the Maryland State Department of Assessments and Taxation.

IN WITNESS WHEREOF, ASSURED GUARANTY CORP. has caused these presents to be signed in its name and on behalf by its President and witnessed by its Secretary or one of its Assistant Secretaries on January 18, 2005

ATTEST:


Elisabeth Zimmerman  
Name: Elisabeth Zimmerman  
Title: Secretary

ASSURED GUARANTY CORP., (a  
Maryland corporation)

Michael Schorn  
Name: Michael Schorn  
Title: President



THE UNDERSIGNED, President of ASSURED GUARANTY CORP., who executed on behalf of the Corporation the foregoing Articles Supplementary of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles Supplementary to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

  
Name: MICHAEL SAMORAN  
Title: PRESIDENT

CUST ID:0001575920  
WORK ORDER:0001018987  
DATE:03-01-2005 07:57 PM  
AMT. PAID:\$4,818.00

# CORPORATE CHARTER APPROVAL SHEET

\*\* EXPEDITED SERVICE \*\*      \*\* KEEP WITH DOCUMENT \*\*

DOCUMENT CODE 16 BUSINESS CODE \_\_\_\_\_

# D02021111



1000361001011143

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

ID # D02021111 ACK # 1000361001011143  
LIBR: 000789 FOLIO: 0122 PAGES: 0033  
ASSURED GUARANTY CORP.

Surviving (Transferee) \_\_\_\_\_

02/14/2005 AT 11:00 A WO # 0001010067

New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 110

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

3 Certified Copies

Copy Fee: 118

Certificates \_\_\_\_\_

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL FEES: 328

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
\_\_\_\_\_ and Resident Agent's Address  
\_\_\_\_\_ Change of Business Code

\_\_\_\_\_ Adoption of Assumed Name

\_\_\_\_\_ Other Change(s)

Credit Card \_\_\_\_\_ Check ☒ Cash \_\_\_\_\_

2 Documents on 2 Checks

Approved By: \_\_\_\_\_

Keyed By: \_\_\_\_\_

COMMENT(S):

*file 2nd*

Code \_\_\_\_\_

Attention: Joseph Beattie

Mail to Address: \_\_\_\_\_

Assured Guaranty  
1325 Avenue of the Americas  
New York, NY 10019

CUST ID: 0001575020  
WORK ORDER: 0001010067  
DATE: 03-01-2005 07:57 PM  
AMT. PAID: \$4,010.00

Stamp Work Order and Customer Number HERE

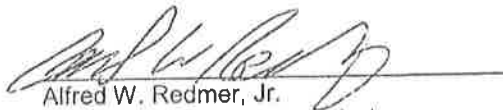
(33)

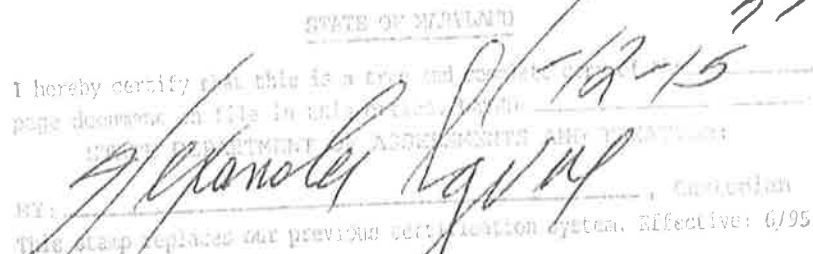
**CERTIFICATE OF INSURANCE COMMISSIONER**

I **HEREBY CERTIFY**, that the Revised Articles of Supplementary of Assured Guaranty Corp. (a Maryland Corporation) have been submitted to me for examination and have been found to be in accordance with the Health-General Laws of the State of Maryland.



IN WITNESS WHEREOF, I have hereunto  
set my Hand and Affixed the Official Seal  
of my Office in the City of Baltimore,  
this 28<sup>th</sup> day of March, 2005.

  
Alfred W. Redmer, Jr.  
Maryland Insurance Commissioner

STATE OF MARYLAND  
I hereby certify that this is a true and correct copy of the  
page document on file in the Department of Insurance  
BY:  3/12/15  
This stamp replaces our previous certification system. Effective: 6/95

33  
128

ASSURED GUARANTY CORP.

ARTICLES SUPPLEMENTARY CLASSIFYING AND  
DESIGNATING SERIES OF PREFERRED STOCK AS  
SERIES A PERPETUAL PREFERRED STOCK,  
SERIES B PERPETUAL PREFERRED STOCK  
SERIES C PERPETUAL PREFERRED STOCK,  
SERIES D PERPETUAL PREFERRED STOCK

Assured Guaranty Corp., a Maryland corporation having its principal office in Baltimore City, Maryland (which is hereinafter called, the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

Pursuant to the authority expressly vested in the Board of Directors of Assured Guaranty Corp. in the charter of the Corporation, the Board of Directors adopted resolutions authorizing revisions to the Articles Supplementary Classifying and Designating Series Of Preferred Stock As Series A Perpetual Preferred Stock, Series B Perpetual Preferred Stock that were filed with the Department of Assessments and Taxation on February 14, 2005. The revised Articles Supplementary set forth below shall replace, in its entirety, the Articles Supplementary filed on February 14, 2005.

The text of the Articles Supplementary Classifying and Designating Series Of Preferred Stock As Series A Perpetual Preferred Stock, Series B Perpetual Preferred Stock, Series C Perpetual Preferred Stock, Series D Perpetual Preferred Stock, is as follows:

Pursuant to the authority expressly vested in the Board of Directors by Article SIXTH of the charter of the Corporation, the Board of Directors adopted resolutions authorizing the creation and issuance of four series of perpetual preferred stock, each series to be comprised of 50,001 shares, with a liquidation preference of One Thousand Dollars (\$1,000) per share and

adopted resolutions establishing the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of the shares of such series. Such preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption, number of shares and dividend rate, as determined by the Board are as follows:

**WHEREAS**, the Corporation is seeking to enhance its liquidity by entering into the series of transactions described below;

**WHEREAS**, Woodbourne Pass Through Trust (the "Pass Through Trust"), an unaffiliated special purpose trust, will issue in a private placement pass-through trust securities (the "Pass Through Trust Securities"), having an initial aggregate face amount of \$200,000,000;

**WHEREAS**, the Woodbourne Pass-Through Trust will invest the proceeds of the issuance of the pass-through trust securities in a corresponding amount of CCS Securities (as defined below) to be issued by Woodbourne Capital Trust I, Woodbourne Capital Trust II, Woodbourne Capital Trust III and Woodbourne Capital Trust IV;

**WHEREAS**, each of Woodbourne Capital Trust I, Woodbourne Capital Trust II, Woodbourne Capital Trust III and Woodbourne Capital Trust IV will invest the proceeds of the issuance of the CCS Securities in a portfolio of high-grade commercial paper and (in limited cases) U.S. Treasury securities;

**WHEREAS**, each of Woodbourne Capital Trust I, Woodbourne Capital Trust II, Woodbourne Capital Trust III and Woodbourne Capital Trust IV will enter into a put agreement (the "Put Agreement") with the Corporation under which the Corporation will have the right to require each such trust to purchase shares of the Corporation's non-cumulative perpetual preferred stock created by these Articles Supplementary; and

**WHEREAS**, the distribution rate established in respect of the CCS Securities pursuant to the terms of the CCS Securities shall apply to the shares of non-cumulative perpetual preferred stock created by these Articles Supplementary as if such methodologies (i.e., initial placement, remarketing or auction) were performed specifically with respect to such shares of preferred stock of the Corporation.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to the authority expressly vested in this Board of Directors by Article SIXTH of the charter of the Corporation, the Board of Directors hereby resolves as follows:

(a) Authorization. There is hereby authorized and created four series of perpetual preferred stock (hereinafter called the "Preferred Stock"), each series to be comprised of 50,001 shares, with a liquidation preference of one thousand dollars (\$1,000) per share with

the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions as set forth below.

(b) Initial Series Designations. The series shall be designated as follows: "Series A Perpetual Preferred Shares," "Series B Perpetual Preferred Shares," "Series C Perpetual Preferred Shares" and "Series D Perpetual Preferred Shares."

(c) Definitions. Unless the context or use indicates another or different meaning or intent, the following terms shall have the following meanings, whether used in the singular or plural:

"Affiliate" shall mean, as to any Person, any other Person controlled by, in control of, or under common control with, such Person.

"Agent Member" shall mean a member of the Securities Depository that will act on behalf of an Existing Holder or a Potential Holder that is identified as such in a Holder's Purchaser Letter.

"Articles Supplementary" shall mean these Articles Supplementary of the Corporation.

"Auction" shall mean a periodic implementation of the Auction Procedures.

"Auction Agent" shall mean The Bank of New York (Delaware) unless and until (i) another commercial bank or trust company duly organized under the laws of the United States of America and/or any state or territory thereof, having its principal place of business in New York, New York, and having a combined capital stock surplus and undivided profits of at least US\$15,000,000, or (ii) a member of the National Association of Securities Dealers, Inc., having a capitalization of at least US\$15,000,000, and in either case authorized by law to perform all the duties imposed on it under the Auction Agent Agreement and appointed by the Trustee, enters into an agreement with the Custodial Trusts and the Broker-Dealers to follow the Auction Procedures for the purpose of determining the Auction Rate and to act as transfer agent, registrar or dividend disbursing agent for the Preferred Stock to the extent such Preferred Stock is not held through a Clearing Agency.

"Auction Agent Agreement" shall mean the agreement entered into among the Custodial Trusts, the Broker-Dealers and the Auction Agent and any similar agreement with a successor Auction Agent, which provides, among other things, that the Auction Agent will follow the Auction Procedures for the purpose of determining the Auction Rate.

"Auction Date" shall mean the last business date next preceding each Distribution Payment Date that occurs during the Auction Rate Mode.

"Auction Procedures" shall mean the procedures set forth in the Auction Agent Agreement for conducting Auctions, substantially as described in subsections (n) through (u), inclusive, below.

"Auction Rate" shall mean a rate per annum equal to the lesser of (i) the rate provided to the Corporation by the Auction Agent, as determined by the Auction Agent pursuant to the Auction Procedures (notwithstanding that such Auction Procedures relate to the CCS Securities) and (ii) the Maximum Rate.

"Auction Rate Mode" shall mean that the Distribution Rate for the CCS Securities is determined in accordance with the Auction Procedures.

"Broker-Dealer" shall mean any broker-dealer or other entity permitted by law (i) to perform the functions required of a broker-dealer in the Auction Procedures, (ii) that is a member of, or a participant in, the Securities Depository and (iii) that has been selected by the Trustee and has entered into a Broker-Dealer Agreement that remains effective.

"Broker-Dealer Agreement" shall mean any agreement among the Custodial Trusts, the Auction Agent and a Broker-Dealer pursuant to which such Broker-Dealer agrees to follow the Auction Procedures.

"Business Day" shall mean a day on which the New York Stock Exchange is open for trading and which is not a Saturday, Sunday or any other day on which the banks in The City of New York, New York are authorized or obligated by law to close.

"By-Laws" shall mean the By-Laws of the Corporation.

"Calculation Agent" means *[name of entity acting as such for Remarketing]*, its successor and assigns, or such other bank or trust company appointed to such capacity by the Trustee.

"CCS Liquidation Amount" means, with respect to each CCS Security, the then current face amount of such CCS Security.

"CCS Security" or "CCS Securities" shall mean each of the Committed Capital Securities issued by Woodbourne Capital Trust I, Woodbourne Capital Trust II, Woodbourne Capital Trust III or Woodbourne Capital Trust IV or all such series, as the context requires.

"Clearing Agency" shall mean an organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. The Depository Trust Company will be the initial Clearing Agency.

"Clearing Agency Participant" shall mean a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Corporation" means Assured Guaranty Corp., a Maryland domestic stock insurer.

"Custodial Trust" shall mean any issuer of CCS Securities.

"Date of Original Issue" shall mean, for each series of Preferred Stock, the date on which such series was initially issued.

"Delayed Auction" shall mean that during the Auction Rate Mode, following any allocation of any loss of principal or interest with respect to eligible assets held by a Custodial Trust realized on or after the third Business Day preceding an Auction Date or on an Auction Date, the then outstanding aggregate CCS Liquidation Amount of that Custodial Trust's CCS Securities (other than the Tax Matters Partner Share) will be reduced in integral increments of \$100,000 to reflect

such loss and the Auction Date for such CCS Securities will be delayed by three (3) Business Days.

"Delayed Auction Rate" shall mean the rate (expressed as a percentage rounded to one-thousandth (.001) of 1.000%) that is equal to the sum of (A) the one-month LIBOR Rate on the originally scheduled Auction Date for related delayed auction period, plus (B) 200 basis points (2.00%); provided that if the rating of the CCS Securities drops below "Aa3" or below "AA-," the Delayed Auction Rate will be the one-month LIBOR Rate on the originally scheduled Auction Date plus 250 basis points (2.50%).

"Distribution Payment Date" shall mean the first Business Day following the last day of each Distribution Period applicable to a series of Preferred Stock.

"Distribution Period" shall mean, for each series of Preferred Stock (i) each monthly period in a Flexed Rate Mode, except that the initial distribution period shall be the period from and including such series' Date of Original Issue to but excluding the initial Distribution Payment Date and thereafter the monthly period from and including each Distribution Payment Date to but excluding the next following Distribution Payment Date, (ii) the period commencing on, and including, the Distribution Payment Date for a series of Preferred Stock for the preceding Distribution Period and ending on and including the 49th day thereafter in an Auction Rate Mode, or (iii) following a Fixed Rate Distribution Event, the period commencing on and including the Distribution Payment Date for such series of Preferred Stock for the preceding Distribution Period and ending on and including the 90th day thereafter, in each case, such ending date being the "Reference Date"; *provided*, that, if the Reference Date is not a Business Day, the Distribution Period for such series of Preferred Stock will continue to but not include the next Business Day, in which case the next Distribution Period for such series of Preferred Stock will end on and include the next Reference Date following the date on which the preceding Distribution Period for such series of Preferred Stock would have ended if such normally scheduled date had been a Business Day.

"Distribution Rate" shall mean, as to each share of Preferred Stock of a series, the rate per annum at which a Dividend shall be payable on such share of Preferred Stock in respect of any Distribution Period as determined pursuant to these Articles Supplementary, which rate shall be the Initial Distribution Rate, the Remarketing Rate, the Auction Rate, the Fixed Rate Distribution or the Maximum Rate, as applicable. For the avoidance of doubt, notwithstanding that the procedures to establish the Auction Rate and Remarketing Rate relate to the CCS Securities or the Pass Through Trust Securities, the rates so determined shall also apply to the Preferred Stock as provided herein.

"Dividend" shall mean a payment in cash declared by the Corporation payable to a Holder of Preferred Stock.

"DTC" shall mean The Depository Trust Company.

"Existing Holder" shall mean, in respect of any Auction, any Person who is listed as the owner of any CCS Securities on the records of the Auction Agent or Clearing Agency, as applicable, at the close of business on the Business Day prior to such Auction.



"Failed Auction" shall have the meaning given to such term in subsection (n)(iii)(C) hereof.

"Failed Remarketing" shall have the meaning given to such term in subsection (n)(iii) hereof.

"Fixed Rate Distribution" means a Distribution Rate equal to the fixed-rate equivalent of LIBOR plus 2.50% (the fixed-rate equivalent shall be determined by using the "bid" 30-year U.S. dollar swap rate quoted on page 19901 on the Bridge Telerate Service at 11:00 A.M. New York time on the LIBOR Determination Date; if the 30-year U.S. dollar swap rate is not available, the fixed-rate equivalent will be determined by using the "bid" 10-year U.S. dollar swap rate).

"Fixed Rate Distribution Event" shall have the meaning given to such term in subsection (d)(ii) hereof.

"Flexed Mode Redemption Date" shall mean, with respect to any CCS Securities that are in Flexed Rate Mode, the final Distribution Payment Date of the applicable Flexed Rate Period.

"Flexed Rate Mode" shall mean that the Distribution Rate for the CCS Securities are determined in accordance with the Remarketing Procedures.

"Flexed Rate Period" means the Initial Flexed Rate Period and for so long as the CCS Securities are in Flexed Rate Mode, each subsequent 5-year period following a Remarketing.

"Holder" shall mean a Person identified as a holder of record of shares of Preferred Stock, any CCS Securities or any Pass Through Trust Securities in the Register.

"Holder Election Date" means a date that is no later than the fifth Business Day prior to the proposed Remarketing Date.

"Initial Distribution Rate" shall mean, for each series of Preferred Stock, the Distribution Rate for the corresponding CCS Securities or Pass Through Trust Securities on the Date of Original Issue of such series of Preferred Stock.

"Initial Flexed Rate Period" means April 8, 2005 to the third anniversary of such date.

"Junior Securities" shall have the meaning given to such term in subsection (d)(i) hereof.

"LIBOR" shall mean, on the LIBOR Determination Date, the interest rate for the applicable Distribution Period determined by the Auction Agent on the basis of the British Bankers' Association "Interest Settlement Rate" for one-month deposits in U.S. dollars as found on Telerate page 3750 as of 11:00 A.M. London time on such LIBOR Determination Date. As used herein "Telerate page 3750" means the display designated as page 3750 on the Bridge Telerate Service. If on any LIBOR Determination Date the Auction Agent cannot determine LIBOR on the basis of the method set forth above, LIBOR shall be the rate per annum the Auction Agent determines to be either (a) the arithmetic mean (rounding such arithmetic mean upwards if necessary to the nearest whole multiple of 1/16%) of the one-month U.S. Dollar lending rate that New York City banks selected by the Auction Agent are quoting on the relevant LIBOR Determination Date to the principal London offices of at least two leading banks in the London interbank market or (b) in the event such arithmetic mean cannot be determined by the Auction

Agent, the lowest one-month U.S. Dollar lending rate that the New York City banks selected by the Auction Agent quoting on such LIBOR Determination Date to leading European banks.

The establishment of LIBOR on each LIBOR Determination Date by the Auction Agent shall (in the absence of manifest error) be final and binding.

"LIBOR Determination Date" shall mean the second London business day prior to the commencement of each relevant Distribution Period.

"Liquidation Preference" shall have the meaning given to such term in subsection (f)(i) hereof.

"Maximum Rate" shall mean, in respect of any Distribution Period, a rate (expressed as a percentage rounded to the nearest one one-thousandth (0.001) of 1.000%) equal to the sum of (A) the Reference Rate in effect as of the end of the Business Day prior to the Remarketing Date or Auction Date applicable to such Distribution Period, plus (B)(1) if the CCS Securities are rated at or above "Aa3" and "AA-" by Moody's and Standard & Poor's, respectively, 2.00%; or (2) if the CCS Securities are rated below "Aa3" and "AA-" by Moody's and Standard & Poor's, respectively, 2.50%; *provided, however*, that if Moody's and Standard & Poor's issue "split ratings" (e.g., "Aa3" by Moody's and "AA" by Standard & Poor's), then the lower rating shall be used to determine the Maximum Rate. In no event shall the Maximum Rate on any date of determination exceed the maximum rate permitted under applicable law.

"Moody's" shall mean Moody's Investor Services, Inc. and its successors.

"Outstanding" shall mean, as of any date and for any series of Preferred Stock, Preferred Stock theretofore issued by the Corporation except, without duplication, (i) any Preferred Stock theretofore cancelled or delivered to the Corporation for cancellation, (ii) any Preferred Stock as to which the Corporation or any Affiliate thereof (including any Affiliate that is a Broker-Dealer) shall be the owner, (iii) any Preferred Stock represented by any certificate in lieu of which a new certificate has been executed and delivered by the Corporation or (iv) any Preferred Stock previously redeemed by the Corporation.

"Pass Through Trust" shall have the meaning given to such term in the recitals hereof.

"Pass Through Trust Securities" shall have the meaning given to such term in the recitals hereof.

"Pass Through Trust Securities Face Amount" means the stated liquidation amount of \$100,000 per Pass Through Trust Security.

"Person" shall mean and shall include an individual, a partnership, a limited liability company, a corporation, a trust, an unincorporated association, a joint venture or other entity or a government or any agency or political subdivision thereof.

"Potential Holder" shall mean any Person, including any Existing Holder, who may be interested in acquiring any Preferred Stock (or, in the case of an Existing Holder, additional Preferred Stock) either directly or indirectly through its ownership of CCS Securities.

"Preferred Stock Directors" shall have the meaning given to such term in subsection (g)(iii) hereof.

"Purchaser Letter" shall have the meaning given to such term in subsection (j) hereof.

"Redemption Date" shall have the meaning given to such term in subsection (e)(i) hereof.

"Redemption Price" shall mean the price paid by the Corporation for shares of Preferred Stock redeemed on any Redemption Date, as determined in accordance with subsection (e) hereof.

"Reference Date" shall have the meaning given to such term in this subsection (c) within the definition of "Distribution Period."

"Reference Rate" shall mean, on any date, the one-month LIBOR rate as published by the British Bankers Association as of 11:00 a.m., London time on such date.

"Register" shall mean the register of Holders of Preferred Stock and CCS Securities maintained on behalf of the Corporation by the Trustee or any other Person in its capacity as transfer agent and registrar for the Preferred Stock and the CCS Securities.

"Remarketing" shall mean a periodic implementation of the Remarketing Procedures.

"Remarketing Agent" shall mean each of Banc of America Securities LLC and Lehman Brothers Inc., and their respective successors or assigns, or such other remarketing agent appointed to such capacity by the Trustee.

"Remarketing Agreement" means the agreement entered into between the Pass Through Trust and the Remarketing Agent and any similar agreement with a successor Remarketing Agent, which provides, among other things, that the Remarketing Agent will follow the Remarketing Procedures for the purpose of determining the applicable Distribution Rate for the relevant Flexed Rate Period and that the Corporation will use its best efforts to facilitate the Remarketing in accordance with such procedures.

"Remarketing Date" means any Business Day no later than the third Business Day prior to any Remarketing Settlement Date.

"Remarketing Procedures" shall mean the procedures set forth in the Remarketing Agreement for conducting a Remarketing, substantially as described in subsection (n) hereof.

"Remarketing Rate" shall mean a rate per annum equal to the rate provided to the Corporation by the Remarketing Agent, as determined by the Remarketing Agent pursuant to the Remarketing Procedures (notwithstanding that such Remarketing Procedures relate to the Pass Through Trust Securities), which rate shall be less than the Maximum Rate.

"Remarketing Settlement Date" means the first Business Day of the Flexed Rate Period with respect to which a Remarketing occurred.

"Restated Charter" means that document on file with the Maryland Department of Assessment and Taxation entitled "Articles of Amendment and Restatement" with an effective date of February 14, 2005.

"Securities Depository" shall mean The Depository Trust Company or any successor company or other entity selected by the Corporation as securities depository for the Preferred Stock and the CCS Securities that agrees to follow the procedures required to be followed by such securities depository in connection with the Preferred Stock and the CCS Securities.

"Standard & Poor's" shall mean Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and its successors.

"Tax Matters Partner" shall mean the entity acting as tax matters partner of any of the Custodial Trusts.

"Tax Matters Partner Share" shall mean the CCS Securities of a Custodial Trust owned by a Tax Matter Partner in order to qualify such entity to act as tax matters partner of the relevant Custodial Trust.

"Trustee" shall mean The Bank of New York (Delaware), as trustee of the Pass Through Trust and the Custodial Trusts, unless and until a successor trustee is appointed pursuant to the organizational documents of the Pass Through Trust or the Custodial Trusts, as the case may be.

(d) Dividends.

(i) General. Subject to the Maximum Rate for each Distribution Period, Holders of the outstanding Preferred Stock of any series, in preference to the holders of Common Stock and of any other class of shares ranking junior to the Preferred Stock ("Junior Securities"), shall be entitled to receive out of any funds legally available therefor when, as and if declared by the Board of Directors of the Corporation or a duly authorized committee thereof, cash Dividends at a rate per share equal to the Distribution Rate determined for such series of Preferred Stock for the respective Distribution Period. Dividends on the Preferred Stock will accrue from the Date of Original Issue. Absent a Fixed Rate Distribution Event or a redemption in full of the Preferred Stock, the Distribution Rate will be determined pursuant to the Remarketing Procedures or the Auction Procedures, as applicable, at the end of each Flexed Rate Period. Except as specified in subsection (m) hereof, if on any Auction Date an Auction is not held for any reason (other than because such date is not determined to be an Auction Date until after it has passed, in which case the Distribution Rate for the next Distribution Period shall be the Distribution Rate determined on the previous Auction Date), a Fixed Rate Distribution Event shall be deemed to have occurred on such scheduled Auction Date. So long as any Preferred Stock shall be Outstanding, no dividends, shall be paid or declared and no distribution shall be made on the Common Stock or any other shares of Junior Securities, nor shall any Common Stock be purchased, retired or otherwise acquired by the Corporation, unless all accrued and unpaid Dividends on the Preferred Stock for the then-current Distribution Period shall have been declared and paid or a sum sufficient for payment thereof set apart.

(A) No dividend or distribution may be paid upon or declared or set apart for any series of the Corporation's preferred stock ranking on parity as to Dividends with the Preferred Stock for any Distribution Period unless at the same time a like proportionate dividend for the same Distribution Period, ratable in proportion to the

respective Distribution Rates fixed therefor, shall be paid upon or declared and set apart for all of the series of the Corporation's preferred stock ranking on parity as to Dividends with the Preferred Stock then issued and outstanding and entitled to receive such dividend or distribution.

(B) If Dividends are not paid in full upon the Preferred Stock or dividends on any other capital stock of the Corporation ranking on a parity as to Dividends with the Preferred Stock, Dividends may be declared upon shares of the Preferred Stock and any other such parity shares, but only if such Dividends are declared *pro rata* so that the amount of Dividends declared per share on the Preferred Stock and such other shares shall in all cases bear to each other the same ratio that the amount of accrued but unpaid Dividends per share on the shares of the Preferred Stock and such other parity shares bear to each other.

(C) Dividends (or amounts equal to accrued and unpaid Dividends) due and payable on a series of Preferred Stock with respect to a Distribution Period will be computed by multiplying the applicable Distribution Rate by a fraction, the numerator of which shall be the number of days in the Distribution Period and the denominator of which shall be 360, and multiplying the amount so obtained by \$1,000.

(D) Dividends shall be non-cumulative.

(E) Each Dividend shall be payable to the Holder or Holders of record of a series of Preferred Stock as of the opening of business on each Distribution Payment Date for each series; provided, that so long as the Preferred Stock is held of record by the nominee of the Securities Depository, Dividends will be paid to the nominee of a Securities Depository for each respective series. The Securities Depository will credit the accounts of the Agent Members of Holders of the Preferred Stock in accordance with the Securities Depository's normal procedures, which provide for payment in same-day funds. The Agent Member of a Holder will be responsible for holding or disbursing such payments to such Holder in accordance with the instructions of such Holder.

(ii) Fixed Rate Distribution Event. A "Fixed-Rate Distribution Event" shall occur if, with respect to any Distribution Payment Date during an Auction Rate Mode, (A) the Corporation has elected to have the Preferred Stock bear the Fixed-Rate Distribution (a "Fixed Rate Election"), which election shall be made at least 10 days prior to such Distribution Payment Date, (B) the Corporation fails to pay the applicable Distribution Rate or (C) the Corporation fails to pay the fees and expenses of the related Custodial Trusts for the related Distribution Period. The Distribution Rate payable upon the occurrence of a Fixed Rate Distribution Event in respect of any series of Preferred Stock shall be the Fixed Rate Distribution for such series.

(e) Redemption.

(i) The Corporation shall have the right to redeem any series of Preferred Stock Outstanding (A) in whole but not in part on any Distribution Date during the

Flexed Rate Period and (B) in whole or in part on (i) any Flexed Mode Redemption Date and (ii) any Distribution Payment Date in the Auction Rate Mode (each, a "Redemption Date"); *provided*, that the Corporation shall redeem all of a series of Preferred Stock in whole not in part if after giving effect to a partial redemption, the aggregate Liquidation Preference of Preferred Stock of such series outstanding immediately after such partial redemption would be less than \$20,000,000. Notwithstanding the foregoing, following a Fixed Rate Distribution Event, the Corporation shall not be permitted to redeem that series of Preferred Stock in whole or in part prior to the second anniversary of such Fixed Rate Distribution Event. In the case of any redemption pursuant to this subsection (e), the Redemption Price shall be an amount equal to the aggregate Liquidation Preference of the Preferred Stock to be redeemed plus accrued but unpaid Dividends on such Preferred Stock for the then-current Distribution Period to the Redemption Date and any declared and unpaid Dividends for any prior Distribution Period. In the event of a partial redemption of a series of Preferred Stock, the Redemption Price shall be allocated *pro rata* among the Holders of the Preferred Stock of such series. Payment of the Redemption Price will be made on the first Distribution Payment Date after the Corporation elects to redeem shares of Preferred Stock.

(ii) Notice of every such redemption shall be mailed, postage prepaid, to the Holders of the Preferred Stock to be redeemed at their respective addresses then appearing on the Register, not less than thirty (30) days nor more than sixty (60) days prior to Redemption Date. At any time before or after a notice of redemption has been given, the Corporation may deposit the aggregate Redemption Price of the Preferred Stock to be redeemed with any bank or trust company in New York, New York, having capital and surplus of more than \$5,000,000, named in such notice, directed to be paid to the respective Holders of the Preferred Stock to be redeemed, in amounts equal to the Redemption Price of all shares of Preferred Stock to be redeemed, on surrender of the stock certificate or certificates held by such Holders, and upon the making of such deposit such Holders shall cease to be shareholders with respect to such shares, and after such notice shall have been given and such deposit shall have been made, such Holders shall have no interest in or claim against the Corporation with respect to such shares except only to receive such money from such bank or trust company without interest.

(iii) If the Holders of the shares of Preferred Stock which shall have been called for redemption shall not, within ten (10) years after such deposit, claim the amount deposited for the redemption thereof, any such bank or trust company shall, upon demand, pay over to the Corporation such unclaimed amounts and thereupon such bank or trust company and the Corporation shall be relieved of all responsibility in respect thereof and to such Holders.

(iv) Any Preferred Stock redeemed by the Corporation pursuant to this subsection (e) shall be canceled and resume the status of authorized and unissued capital stock without serial designation.

(f) Liquidation Preference.

(i) In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, to the extent allowed by applicable law, Holders will be entitled to receive an amount (the "Liquidation Preference") per share plus declared and unpaid Dividends thereon to and including the date such Liquidation Preference is paid. The Preferred Stock shall have a Liquidation Preference of \$1,000 per share. Payment of the Liquidation Preference will be made on the first Distribution Payment Date after the Board of Directors approves the liquidation of the Corporation.

(ii) In the event that, upon any such voluntary or involuntary dissolution, liquidation or winding up, the available assets of the Corporation are insufficient to pay the amount of the liquidating distributions on all outstanding Preferred Stock, then to the extent allowed by applicable law, the Holders shall share in any such distribution of assets on a *pro rata* basis. Unless and until payment in full has been made to the Holders of the Preferred Stock and to holders of all shares of other classes or series ranking on a parity with the Preferred Stock upon liquidation of the liquidating distributions to which they are entitled, upon liquidation, dissolution or winding up of the Corporation, no dividends or distributions may be made to the holders of the Common Stock or on any other class or series of Junior Securities upon liquidation and no purchase, redemption or other acquisition for any consideration by the Corporation may be made in respect of such stock or any such parity shares. After any payment of the full amount of the liquidating distributions to which they are entitled, the Holders of Preferred Stock will have no right or claim to any of the remaining assets of the Corporation.

(iii) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all the property or business of the Corporation, shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this subsection (f).

(iv) A dividend or distribution of all or substantially all of the assets of the Corporation to the holders of the Corporation's Common Stock or a repurchase or redemption of all or substantially all of the Common Stock of the Corporation shall be deemed to be a dissolution, liquidation or winding up of the Corporation for purposes of this subsection (f).

(g) Voting Rights.

(i) Except as set forth herein or otherwise required by applicable law, the Holders of Preferred Stock shall have no voting rights and their consent shall not be required for taking any corporate action.

(ii) The affirmative vote of the Holders of at least a majority of the Preferred Stock at the time outstanding, given in person or by proxy at a meeting called for the purpose at which all Holders of Preferred Stock shall vote separately as a single class, shall be necessary to effect any one or more of the following:

(A) any amendment, alteration or repeal of any of the provisions of the Restated Charter or the By-Laws that would materially adversely affect the rights or preferences of the Holders of Preferred Stock (including without limitation the issuance of any equity securities of the Corporation senior to the Preferred Stock with respect to the right to receive dividends or distribution upon a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation); *provided, however*, that for purposes of this subsection (g), neither an amendment to the Restated Charter or the By-Laws so as to authorize or create, or to increase the authorized or outstanding amount of, Preferred Stock or of any shares of any class ranking on a parity with or junior to the Preferred Stock, nor an amendment to the Restated Charter or the By-Laws so as to increase the number of Directors of the Corporation shall be deemed to adversely affect the rights or preferences of the Holders of Preferred Stock; *provided, further*, that if such amendment, alteration or repeal materially adversely affects the rights or preferences of one or more but not all of the series of Preferred Stock at the time outstanding, only the affirmative vote of the holders of at least a majority of the number of the shares at the time outstanding of the series so affected shall be required; and

(B) a merger, sale of all its assets or an agreement to a voluntary liquidation of the Corporation, except if following such merger, sale of assets or voluntary liquidation, there would be no other preferred stock outstanding senior in right of payment to the Preferred Stock and the Preferred Stock is exchanged for preferred stock or securities of the surviving entity having the same rights and preferences with respect to such entity as the Preferred Stock have with respect to the Corporation.

(iii) If the Corporation fails to pay Dividends in full on the Preferred Stock for eighteen consecutive months or funds sufficient to pay such dividends in full shall not have been deposited with the Auction Agent, subject to applicable corporation law of the State of Maryland, the authorized number of members of the Board of Directors shall automatically be increased by two and the Holders of the Preferred Stock, voting as a single class, will be entitled to fill the vacancies so created by electing two additional directors (the "Preferred Stock Directors"). The meeting to elect the Preferred Stock Directors shall be held no more than 60 days after the last day of an eighteen consecutive month period during which the Corporation failed to pay Dividends on the Preferred Stock. The terms of the Preferred Stock Directors shall cease upon the Corporation paying dividends in full or the redemption of the Preferred Stock and, at such time, such Preferred Stock Directors will cease to serve on the Corporation's Board of Directors without any further action on the part of the Board of Directors or the Holders of the Preferred Stock.

(h) Conversion. The Preferred Stock may not be converted into Common Stock.

(i) Notice. All notices or communications, unless otherwise specified in the Restated Charter, shall be sufficiently given if in writing and delivered in person, mailed by first-class mail, postage prepaid, or transmitted by facsimile, email or any other standard form of



written telecommunication to a Holder of Preferred Stock at the address of such Holder set forth in the Register. Notice shall be deemed given on the earlier of the date received or the date seven days after which such notice is mailed.

(j) Transfer Restrictions. The Preferred Stock may only be sold or otherwise transferred in accordance with the restrictions set forth below:

(i) The Preferred Stock shall bear the following legend:

"THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") , OR ANY STATE OR OTHER SECURITIES LAW. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT IT IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND (2) AGREES THAT IT WILL NOT PRIOR TO (X) THE DATE WHICH IS TWO YEARS (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144(k) UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF (OR OF ANY PREDECESSOR OF THIS SECURITY) OR THE LAST DAY ON WHICH ASSURED GUARANTY CORP. ("ASSURED GUARANTY") OR ANY AFFILIATE OF ASSURED GUARANTY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS (THE "RESALE RESTRICTION TERMINATION DATE"), OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (C) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND: PROVIDED THAT ASSURED GUARANTY AND THE TRUSTEE SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (B) OR (C) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE

HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. AS USED HEREIN, THE TERMS HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE SECURITIES ACT.”

(ii) The purchaser or transferee of any Preferred Stock shall deliver a letter (the “Purchaser Letter”) addressed to the Trustee of the relevant Custodial Trust and the related Broker-Dealer if in Auction Rate Mode in which such Person agrees, among other things, to offer to purchase, purchase, offer to sell and/or sell any Preferred Stock and/or CCS Securities only as set forth in the Auction Procedures, Remarketing Procedures, or as otherwise required, as applicable.

(k) Other Rights of Holders of Preferred Stock. Unless otherwise required by law, the Holders of Preferred Stock shall not have any rights other than as set forth in these Articles Supplementary and the Restated Charter of the Corporation.

(l) General. For the purpose hereof:

Whenever reference is made to shares “ranking on a parity with the Preferred Stock,” such reference shall mean and include all shares of the Corporation in respect of which the rights of the Holders thereof as to the payment of dividends or as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation rank equally with the rights of the Holders of Preferred Stock; and whenever reference is made to Junior Securities or shares “ranking junior to the Preferred Stock,” such reference shall mean and include all shares of the Corporation in respect of which the rights of the Holders thereof as to the payment of dividends and as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation are junior and subordinate to the rights of the holders of the Preferred Stock.

(m) Act of God, Natural Disaster, Etc.

(i) Notwithstanding anything else set forth herein, if during the Auction Rate Mode an Auction Date does not occur as scheduled because (x) the New York Stock Exchange is closed or banks in City of New York are closed for business due to an act of God, natural disaster, act of war, civil or military disturbance, act of terrorism, sabotage, riots or a loss or malfunction of utilities or communications services or the Auction Agent is not able to conduct an Auction in accordance with the Auction Procedures for any such reason or (y) the Auction Agent breaches its obligations or otherwise fails to perform in accordance with the terms of the Auction Agent Agreement, then, in each case, the Distribution Rate for the next Distribution Period shall be the Distribution Rate applicable during the immediately preceding Distribution Period.

(ii) Notwithstanding anything else set forth herein, if a Distribution Payment Date does not occur as scheduled because the New York Stock Exchange is closed or banks in City of New York are closed for business due to an act of God, natural disaster, act of war, civil or military disturbance, act of terrorism, sabotage, riots or a loss or malfunction of utilities or communications services or the Dividend payable on such date can not be paid for any such reason, then:

(A) the Distribution Payment Date for the affected Distribution Period shall be the next Business Day on which the Corporation and its paying agent, if any, are able to cause the Dividend to be paid using their reasonable best efforts;

(B) the affected Distribution Period shall end on the day it would have ended had such event not occurred and the Distribution Payment Date had remained the scheduled date;

(C) the next Distribution Period will begin and end on the dates on which it would have begun and ended had such event not occurred and the Distribution Payment Date remained the scheduled date; and

(D) no interest shall accrue in respect of such delay in payment of Dividends.

(n) Remarketing Procedures

(i) *Remarketing.*

(A) On the third anniversary of the issue date and following that, on every fifth anniversary of the initial remarketing date of the Pass-Through Trust Securities, the Remarketing Agents shall, to the extent the Custodial Trust have not given notice of redemption in full of the CCS Securities in accordance with the terms thereof and the Remarketing Agents have not deemed a Failed Remarketing to have occurred, remarket all the outstanding Pass-Through Trust Securities prior to the expiration of the then current Flexed Rate Period in order to establish the Remarketing Rate applicable during the relevant subsequent Flexed Rate Period.

(B) If the Remarketing Agents give notice to the Pass-Through Trust and the Trustee not less than five (5) Business Days prior to any Remarketing Date of its intention to purchase all of the outstanding Pass-Through Trust Securities for remarketing on such Remarketing Date, all outstanding Pass-Through Trust Securities will be deemed to have been automatically tendered to the Remarketing Agents for purchase on such Remarketing Date, at a purchase price equal to 100% of their aggregate face amount.

(C) The obligation of the Remarketing Agents to purchase the Pass Through Trust Securities on such Remarketing Date will be subject to the terms and conditions set forth in the Remarketing Agreement.

(ii) *Successful Remarketing.*

(A) On any Remarketing Date on which a Remarketing is to be conducted, the Remarketing Agents will use their commercially reasonable efforts to remarket for a subsequent Flexed Rate Period, at a price equal to 100% of the Pass Through Trust Securities thereof, the Pass Through Trust Securities. If, as a result of such efforts, on any Remarketing Date, the Remarketing Agents have determined that they will be able to remarket all Pass Through Trust Securities at a Distribution Rate below the Maximum Rate and at a price equal to 100% of the

Pass Through Trust Security Face Amount, prior to 4:00 P.M., New York City time, on such Remarketing Date, the Remarketing Agents will determine the Distribution Rate, which will be the rate per annum (rounded to the nearest one-thousandth (0.001) of one percent per annum) which the Remarketing Agents determine, in their sole judgment, to be the lowest Distribution Rate per annum, if any, that is less than the Maximum Rate and that will enable them to remarket all Pass Through Trust Securities for a subsequent Flexed Rate Period at a price equal to 100% of the Pass Through Trust Security Face Amount.

(B) The Distribution Rate determined in accordance with subsection (A) above shall be the Remarketing Rate with respect to the Pass Through Trust Securities, the CCS Securities and the Preferred Stock for the new Flexed Rate Period.

(C) Absent manifest error, the Remarketing Rate so determined will be binding and conclusive upon the holders of the Pass-Through Trust Securities, the Pass-Through Trust, each Custodial Trust and its respective trustee, on the Corporation and on the Holders of the Preferred Stock.

(D) The Remarketing Agents will notify the Pass-Through Trust, the Trustee, each Custodial Trust and its respective trustee, DTC and the Corporation by telephone, confirmed in writing, no later than 5:00 p.m., New York City time, on the relevant determination date, of the new Remarketing Rate in respect of such Remarketing Date.

(iii) *Failed Remarketing.*

(A) If the Remarketing Agents (i) do not elect to purchase the Pass-Through Trust Securities for remarketing, (ii) determine in their sole discretion that one or more of the conditions of the Remarketing Agreement hereof have not been fulfilled, or (iii) for any other reason do not remarket the Pass-Through Trust Securities on the relevant remarketing date, including (x) if there is no Remarketing Agent appointed pursuant to the terms of the Remarketing Agreement on any remarketing date or (y) if the Remarketing Agents are unable to remarket prior to or by 3:00 P.M. New York City time, on the third business day immediately preceding the last business day of a Flexed Rate Period, all outstanding Pass-Through Trust Securities for a Subsequent Flexed Rate Period at a price equal to 100% of their aggregate face amount for such Subsequent Flexed Rate Period at a Distribution Rate below the Maximum Rate on the Remarketing Date (each, a "Failed Remarketing"), then the Remarketing Agent shall notify the Trustee thereof and the Trustee shall send notice to the Holders of the Pass Through Trust Securities, the Pass Through Trust, each Custodial Trust, the Corporation, Auction Agent and the Broker-Dealers thereof, following which the Pass Through Trust shall liquidate and dissolve and an Auction of the CCS Securities shall be held by the Auction Agent pursuant to the terms of the Auction Agent Agreement. Upon the occurrence of a Failed Remarketing prior to or on the third Business Day preceding the last Business Day of the end of the current Flexed Rate Period, the initial auction date in

respect of the CCS Securities shall be the last Business Day of that Flexed Rate Period. Subsequent Auction Dates shall occur on a Business Day that is not on the same week day as the day regularly scheduled as an Auction Day for any other CCS Trust. In the event a Failed Remarketing occurs or is deemed to occur within three Business Days of the end of the current Flexed Rate Period, the initial auction date in respect of the CCS Securities shall be the third Business Day following such Failed Remarketing. The Distribution Rate from and including the originally scheduled Remarketing Settlement Date until such Auction Date shall be the Delayed Auction Rate. If Sufficient Clearing Bids have been made at the Auction scheduled to be held on such Auction Date, then each Holder of CCS Securities shall be deemed to have tendered for purchase on such Auction Date all of their CCS Securities at the aggregate CCS Liquidation Amount of the CCS Securities so tendered. If Sufficient Clearing Bids have not been made (other than because all of the outstanding CCS Securities are subject to Submitted Hold Orders) at the Auction scheduled to be held on such Auction Date (a "Failed Auction"), then the Distribution Rate shall be the Maximum Rate, no CCS Securities will be sold in the Auction and each Holder will continue to hold its CCS Securities at the revised Distribution Rate for such Distribution Period.

(B) All Pass Through Trust Securities sold in a Remarketing, or, if applicable, at the Auction following a Failed Remarketing, will be automatically delivered to the account of the Remarketing Agents or Auction Agents, as applicable, through the facilities of the Clearing Agency against payment of the purchase price therefor on the Remarketing Settlement Date or the relevant Auction Date, as applicable. The Remarketing Agents or Auction Agents, as applicable, will make payment to the Clearing Agency Participant of each Holder of Pass Through Trust Securities in the Remarketing, or the Auction following a Failed Remarketing, as applicable, through the facilities of the Clearing Agency by the close of business on the Remarketing Settlement Date or the relevant Auction Date, as applicable. In accordance with the Clearing Agency's normal procedures, on such Remarketing Settlement Date or Auction Date, as applicable, the transaction described above with respect to each Pass Through Trust Securities or CCS Security sold in the Remarketing or at the Auction next following a Failed Remarketing, will be executed through the Clearing Agency Participants, will be debited and credited and such Pass Through Trust Securities or CCS Securities delivered by book entry as necessary to effect purchases and sales of such Pass Through Securities or CCS Securities. The Clearing Agency is expected to make payment in accordance with its normal procedures. This Subsection (B) shall not apply if definitive CCS Securities certificates have been issued.

(C) If any Holder selling Pass Through Trust Securities in the Remarketing or CCS Securities as a result of an Auction having been held following a Failed Remarketing, fails to deliver such Pass Through Trust Securities or CCS Securities, the Clearing Agency Participant of such selling Holder and of any other person that was to have purchased Securities in such Remarketing or Auction, as applicable, may deliver to any such other person a number of Securities

that is less than the number of Securities that otherwise was to be purchased by such person. In such event, the number of CCS Securities to be so delivered will be determined by such Clearing Agency Participant and delivery of such lesser number of CCS Securities will constitute good delivery. This Subsection (E) shall not apply if definitive CCS Securities certificates have been issued.

(o) Certain definitions for Auction Procedures.

The following procedures shall apply equally and separately to each series of CCS Securities. Capitalized terms used but not defined shall have the meanings given in these Articles Supplementary. As used in the Auction Procedures, the following terms shall have the following meanings, unless the context otherwise requires:

- (i) "Available CCS Securities" shall have the meaning specified in subsection (t)(i) hereof.
- (ii) "Bid" shall have the meaning specified in subsection (p)(i) hereof.
- (iii) "Bidder" shall have the meaning specified in subsection (p)(i) hereof.
- (iv) "Hold Order" shall have the meaning specified in subsection (p)(i) hereof.
- (v) "Order" shall have the meaning specified in subsection (p)(i) hereof.
- (vi) "Remaining Amount" shall have the meaning specified in subsection (u)(ii)(D) hereof.
- (vii) "Sell Order" shall have the meaning specified in subsection (p)(i) hereof.
- (viii) "Submission Deadline" shall have the meaning set forth in subsection (p)(i) hereof.
- (ix) "Submitted Bid" shall have the meaning set forth in subsection (s)(i) hereof.
- (x) "Submitted Hold Order" shall have the meaning specified in subsection (s)(i) hereof.
- (xi) "Submitted Order" means any Submitted Bid, any Submitted Hold Order or any Submitted Sell Order.
- (xii) "Submitted Sell Order" shall have the meaning specified in subsection (s)(i) hereof.
- (xiii) "Sufficient Clearing Bids" shall have the meaning specified in subsection (t)(i) hereof.
- (xiv) "Winning Bid Rate" shall have the meaning specified in subsection (t)(ii) hereof.

(p) Orders by Existing Holders and Potential Holders.

(i) Prior to 1:00 p.m. New York City time on each Auction Date or such other time on any Auction Date by which the Broker-Dealers are required to submit Orders to the Auction Agent as specified by the Auction Agent from time to time (the "Submission Deadline"):

(A) each Existing Holder of CCS Securities may submit to the Broker-Dealers an order, by telephone or otherwise, consisting of information as to:

(1) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder desires to continue to hold without regard to the Distribution Rate for the next succeeding Distribution Period (a "Hold Order");

(2) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder offers to sell if the Distribution Rate for the next succeeding Distribution Period shall be less than the rate per annum specified by such Existing Holder (a "Bid"); or

(3) the CCS Liquidation Amount of outstanding CCS Securities, if any, held by such Existing Holder which such Existing Holder offers to sell without regard to the Distribution Rate for the next succeeding Distribution Period (a "Sell Order"); and

(B) in addition to the information specified in clause (A) above, each Existing Holder that is an investment manager, fiduciary or a Person that is submitting Orders on behalf of more than one beneficial owner of CCS Securities must submit to the Broker-Dealer an Order, by telephone or otherwise, consisting of information as to:

(1) the number of accounts for which the Order is being submitted (including accounts which are not submitting Orders in the Auction, which would be deemed Hold Orders);

(2) the face amount of outstanding CCS Securities held by such accounts; and

(3) the nature of the Order for each account (i.e., Hold, Bid or Sell Orders), and if there is more than one Order per account, the number of shares of CCS Securities per Order; and

(C) the Broker-Dealers may contact Potential Holders by telephone or otherwise to determine the CCS Liquidation Amount of CCS Securities which each such Potential Holder offers to purchase if the Distribution Rate for the next succeeding Distribution Period is not less than the Bid specified by such Potential Holder.

For the purposes hereof, the communication to a Broker-Dealer of information referred to in clause (A) or (B) of this subsection (p)(i) is hereinafter referred to as an "Order" and collectively as "Orders." Each Existing Holder and each Potential Holder placing an Order is hereinafter referred to as a "Bidder" and collectively as "Bidders."

(A) Subject to the provisions described in subsection (r) hereof, a Bid by an Existing Holder will constitute an irrevocable offer to sell:

(1) the CCS Liquidation Amount of CCS Securities specified in such Bid if the Distribution Rate is less than the rate specified in such Bid; or

(2) such CCS Liquidation Amount or a lesser CCS Liquidation Amount of CCS Securities to be determined as set forth in subsection (ii)(D) hereof, if the Distribution Rate is equal to the rate specified in such Bid.

Subject to the provisions described in subsection (r) hereof, a Sell Order by an Existing Holder will constitute an irrevocable offer to sell the CCS Liquidation Amount of outstanding CCS Securities specified in such Sell Order.

(B) Subject to the provisions described in subsection (r) hereof, a Bid by a Potential Holder will constitute an irrevocable offer to purchase:

(1) the CCS Liquidation Amount of CCS Securities specified in such Bid if the Distribution Rate is higher than the rate specified in such Bid; or

(2) such CCS Liquidation Amount or a lesser CCS Liquidation Amount of CCS Securities as set forth in subsection (u)(ii)(E) hereof, if the Distribution Rate is equal to the rate specified in such Bid:

If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent will round such rate down to the next highest one-thousandth (0.001) of 1.000%.

If an Order or Orders covering all outstanding CCS Securities held by any Existing Holder is not submitted to the Auction Agent prior to the Submission Deadline for any reason, including the failure of a Broker-Dealer to submit such Existing Holder's Order to the Auction Agent prior to the Submission Deadline, the Auction Agent will deem a Hold Order to have been submitted on behalf of such Existing Holder covering the CCS Liquidation Amount of outstanding CCS Securities held by such Existing Holder and not subject to an Order submitted to the Auction Agent.

Neither a Custodial Trust nor the Auction Agent will be responsible for any failure of the Broker-Dealer to submit an Order to the Auction Agent on behalf of any Existing Holder or Potential Holder, nor will any such party be responsible for failure by the Securities Depository, to effect any transfer or to



provide the Auction Agent with current information regarding registration of transfers.

Neither the Corporation nor any Affiliate thereof, nor any Holder of a fractional share of the Preferred Stock or the CCS Securities may submit an Order in any Auction.

An Existing Holder may submit different types of Orders in an Auction with respect to the CCS Securities then held by such Existing Holder. An Existing Holder that offers to purchase additional CCS Securities is, for purposes of such offer, treated as a Potential Holder with respect to such securities.

(q) Maximum Rate. Any Bid specifying a rate higher than the Maximum Rate will (i) be treated as a Sell Order if submitted by an Existing Holder and (ii) not be accepted if submitted by a Potential Holder.

(r) Validity of Orders.

(i) If any Existing Holder submits through a Broker-Dealer to the Auction Agent one or more Orders covering in the aggregate more than the CCS Liquidation Amount of outstanding CCS Securities actually held by such Existing Holder, such Orders will be considered valid as follows and in the order of priority set forth below:

(A) all Hold Orders will be considered valid, but only up to and including, in the aggregate, the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, and if the aggregate CCS Liquidation Amount of CCS Securities subject to such Hold Orders exceeds the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, the aggregate CCS Liquidation Amount of CCS Securities subject to each such Hold Order will be reduced *pro rata* to cover the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder;

(1) any Bid will be considered valid up to and including the excess of the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder over the aggregate CCS Liquidation Amount of CCS Securities subject to any Hold Orders referred to in clause (A) above;

(2) subject to clause (1) above, if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate CCS Liquidation Amount of CCS Securities subject to such Bids is greater than such excess, such Bids will be considered valid up to and including the amount of such excess and the CCS Liquidation Amount of CCS Securities subject to each Bid with the same rate will be reduced *pro rata* to cover the CCS Liquidation Amount of CCS Securities equal to such excess;

(3) subject to clauses (1) and (2) above, if more than one Bid with different rates is submitted on behalf of such Existing Holder, such

Bids will be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the CCS Liquidation Amount of such excess; and

(4) in any event, the aggregate CCS Liquidation Amount of CCS Securities, if any, subject to Bids not valid under this clause (B) will be treated as the subject of a Bid by a Potential Holder at the rate therein specified; and

(B) all Sell Orders will be considered valid up to and including the excess of the aggregate CCS Liquidation Amount of CCS Securities actually held by such Existing Holder over the aggregate CCS Liquidation Amount of CCS Securities subject to Hold Orders referred to in clause (A) above and valid Bids referred to in clause (B) above; *provided*, that if the aggregate CCS Liquidation Amount of CCS Securities subject to such Sell Orders exceeds the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder, the aggregate CCS Liquidation Amount of CCS Securities subject to each such Sell Order will be reduced *pro rata* to cover the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder.

If more than one Bid for CCS Securities is submitted on behalf of any Potential Holder, each Bid submitted will be a separate Bid with the rate and amount therein specified. Any Bid or Sell Order submitted by an Existing Holder not equal to an integral multiple of the CCS Liquidation Amount of each share of CCS Securities will be rejected and be deemed a Hold Order. Any Bid submitted by a Potential Holder not equal to an integral multiple of the CCS Liquidation Amount of CCS Securities will be rejected. Any Order submitted in an Auction by a Broker-Dealer to the Auction Agent prior to the Submission Deadline on any Auction Date shall be irrevocable, except in the case of a Delayed Auction, in which the new Orders will be submitted on the date of such Delayed Auction.

(s) Submission of Orders by Broker-Dealers to Auction Agent.

(i) Each Broker-Dealer shall submit in writing or through the Auction Agent's auction processing system to the Auction Agent, prior to the Submission Deadline on each Auction Date, all Orders obtained by such Broker-Dealer and specifying with respect to each Order:

(A) the name or other identifier of the Bidder placing such Order;

(B) the aggregate CCS Liquidation Amount of CCS Securities that are the subject of such Order;

(C) to the extent that such Bidder is an Existing Holder;

(1) the aggregate CCS Liquidation Amount of CCS Securities subject to any Hold Order placed by such Existing Holder (each, a "Submitted Hold Order");

(2) the aggregate CCS Liquidation Amount of CCS Securities subject to any Bid placed by such Existing Holder and the rate specified in such Bid (each, a "Submitted Bid"); and

(3) the aggregate CCS Liquidation Amount of CCS Securities subject to any Sell Order placed by such Existing Holder (each, a "Submitted Sell Order"); and

(D) to the extent such Bidder is a Potential Holder the rate specified in such Potential Holder's Bid.

(ii) If any rate specified in any Bid contains more than three figures to the right of the decimal point, the Auction Agent shall round such rate down to the next one-thousandth (0.001) of 1.000%.

(iii) If an Order or Orders covering the aggregate CCS Liquidation Amount of CCS Securities held by an Existing Holder are not submitted to the Auction Agent prior to the Submission Deadline for any reason, including the failure of a Broker-Dealer to contact such Existing Holder or to submit such Existing Holder's Order to the Auction Agent, the Auction Agent shall deem a Hold Order to have been submitted on behalf of such Existing Holder covering the CCS Liquidation Amount of the CCS Securities held by such Existing Holder and not subject to Orders submitted to the Auction Agent.

(iv) If one or more Orders on behalf of an Existing Holder covering in the aggregate more than the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder are submitted to the Auction Agent, such Orders shall be considered valid as follows and in the following order of priority:

(A) all Hold Orders submitted on behalf of such Existing Holder shall be considered valid, but only up to and including in the aggregate the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder, and, if the CCS Liquidation Amount of CCS Securities subject to such Hold Orders exceeds the CCS Liquidation Amount of CCS Securities actually held by such Existing Holder, the CCS Liquidation Amount of CCS Securities subject to each such Hold Order shall be reduced *pro rata* to cover the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder:

(1) any Bid submitted on behalf of such Existing Holder shall be considered valid up to and including the excess of the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder over the CCS Liquidation Amount of the CCS Securities subject to any Hold Order referred to in clause (A) above;

(2) subject to subsection (r)(iv)(B)(1) hereof, if more than one Bid with the same rate is submitted on behalf of such Existing Holder and the aggregate CCS Liquidation Amount of the CCS Securities subject to such Bids is greater than such excess, such Bids shall be considered valid up to the amount of such excess, and the CCS Liquidation Amount of the CCS Securities subject to each Bid with the same rate shall be reduced *pro rata* to cover the CCS Liquidation Amount of the CCS Securities equal to such excess;

(3) subject to subsections (r)(iv)(B)(1) and (2) hereof, if more than one Bid with different rates is submitted on behalf of such Existing Holder, such Bids shall be considered valid first in the ascending order of their respective rates until the highest rate is reached at which such excess exists and then at such rate up to and including the CCS Liquidation Amount of such excess; and

(4) in any such event, the number, if any, of such CCS Securities subject to Bids not valid under subsection (r)(iv)(B) hereof shall be treated as the subject of a Bid by a Potential Holder; and

(B) all Sell Orders shall be considered valid but only up to and including in the aggregate the excess of the CCS Liquidation Amount of the CCS Securities actually held by such Existing Holder over the CCS Liquidation Amount of the CCS Securities subject to Hold Orders referred to in subsection (r)(iv)(A) hereof and valid Bids referred to in subsection (r)(iv)(B) hereof.

(v) If more than one Bid is submitted on behalf of any Potential Holder, each Bid submitted shall be a separate Bid with the rate and CCS Liquidation Amount of the CCS Securities therein specified.

(t) Determination of Sufficient Clearing Bids, Winning Bid Rate and Distribution Rate.

(i) Not earlier than the Submission Deadline on each Auction Date, the Auction Agent will assemble all valid Submitted Orders and will determine the excess of the total CCS Liquidation Amount of CCS Securities on such Auction Date over the sum of the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Hold Orders (such excess being hereinafter referred to as the "Available CCS Securities"), and whether Sufficient Clearing Bids have been made in the Auction. "Sufficient Clearing Bids" will have been made if the number of CCS Securities that are the subject of Submitted Bids by Potential Holders specifying rates not higher than the applicable Maximum Rate (subject to the limitation that the number of Existing Holders of CCS Securities cannot exceed the Maximum Number of Holders) equals or exceeds the number of CCS Securities that are the subject of Submitted Sell Orders (including the number of CCS Securities subject to Bids by Existing Holders specifying rates higher than the applicable Maximum Rate).

(ii) If Sufficient Clearing Bids have been made, the Auction Agent will determine the lowest rate specified in the Submitted Bids (the "Winning Bid Rate") which, taking into account the rates in the Submitted Bids of Existing Holders, would result in Existing Holders continuing to hold an aggregate amount of CCS Securities which, when added to the amount of CCS Securities to be purchased by Potential Holders, based on the rates in their Submitted Bids, would equal not less than the CCS Liquidation Amount of Available CCS Securities. In such event, the Winning Bid Rate will be the Distribution Rate for the next succeeding Distribution Period.

(iii) If a Failed Auction occurs, the Distribution Rate will be the Maximum Rate for the next succeeding Distribution Period.

(iv) If all of the Existing Holders indicate a desire to hold all of the CCS Securities of a Series without regard to the Distribution Rate, the Distribution Rate payable on such CCS Securities for the next Distribution Period will be a percentage (as selected by the Board of Directors prior to the issuance of the CCS Securities) of the Reference Rate in effect as of the end of the Auction Date. If during the Auction Rate Mode all outstanding CCS Securities of a Custodial Trust are subject to Hold Orders (as defined in subsection (p)(i) hereof), the Distribution Rate for the next Distribution Period will be a rate per annum equal to 95% of the Reference Rate on the Auction Date for such Distribution Period.

(u) Acceptance and Rejection of Orders.

(i) Existing Holders will continue to hold the CCS Liquidation Amount of CCS Securities that are subject to Submitted Hold Orders and, based on the determination made as described under subsection (r) hereof, Submitted Bids and Submitted Sell Orders will be accepted or rejected and the Auction Agent will take such other action as set forth below.

(ii) If Sufficient Clearing Bids have been made, all Submitted Sell Orders will be accepted and, subject to the discretion of the Auction Agent to round and allocate certain CCS Securities as described below, Submitted Bids will be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is higher than the Winning Bid Rate will be accepted, thus requiring each such Existing Holder to sell the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(B) each Existing Holder's Submitted Bid specifying any rate that is lower than the Winning Bid Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(C) Potential Holders' Submitted Bids specifying any rate that is lower than the Winning Bid Rate will be accepted;

(D) each Existing Holder's Submitted Bids specifying a rate that is equal to the Winning Bid Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bid, unless the aggregate CCS Liquidation Amount of CCS Securities subject to all such Submitted Bids is greater than the CCS Liquidation Amount of CCS Securities (the "Remaining Amount") equal to the excess of the Available CCS Securities over the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clauses (B) and (C) above, in which event such Submitted Bid of such Existing Holder will be rejected in part, and such Existing Holder will be entitled to continue to hold the CCS Liquidation Amount of CCS Securities subject to such Submitted Bid, but only in a CCS Liquidation Amount equal to the aggregate CCS Liquidation Amount of CCS Securities obtained by multiplying the Remaining Amount by a fraction, the numerator of which is the CCS Liquidation Amount of CCS Securities held by such Existing Holder subject to such Submitted Bid and the denominator of which is the sum of the CCS Liquidation Amount of outstanding CCS Securities subject to such Submitted Bids made by all such Existing Holders that specified a rate equal to the Winning Bid Rate; and

(E) each Potential Holder's Submitted Bid specifying a rate that is equal to the Winning Bid Rate will be accepted but only in a CCS Liquidation Amount equal to the CCS Liquidation Amount of CCS Securities obtained by multiplying the excess of the aggregate CCS Liquidation Amount of Available CCS Securities over the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clauses (B), (C) and (D) above by a fraction, the numerator of which is the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bid and the denominator of which is the sum of the CCS Liquidation Amount of CCS Securities subject to Submitted Bids made by all such Potential Holders that specified a rate equal to the Winning Bid Rate.

(iii) If Sufficient Clearing Bids have not been made (other than because all of the CCS Securities are subject to Submitted Hold Orders), subject to the discretion of the Auction Agent to round and allocate certain CCS Securities as described below, Submitted Orders will be accepted or rejected as follows in the following order of priority and all other Submitted Bids shall be rejected:

(A) Existing Holders' Submitted Bids specifying any rate that is equal to or lower than the applicable Maximum Rate will be rejected, thus entitling each such Existing Holder to continue to hold the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids;

(B) Potential Holders' Submitted Bids specifying any rate that is equal to or lower than the applicable Maximum Rate will be accepted, thus requiring such Potential Holders to purchase the aggregate CCS Liquidation Amount of CCS Securities subject to such Submitted Bids; and

(C) each Existing Holder's Submitted Bids specifying any rate that is higher than the applicable Maximum Rate and the Submitted Sell Order of each Existing Holder will be accepted, thus entitling each Existing Holder that submitted any such Submitted Bid or Submitted Sell Order to sell the CCS Securities subject to such Submitted Bid or Submitted Sell Order, but in both cases only in a CCS Liquidation Amount equal to the aggregate CCS Liquidation Amount of CCS Securities obtained by multiplying the aggregate CCS Liquidation Amount of CCS Securities subject to Submitted Bids described in clause (B) above by a fraction, the numerator of which is the aggregate CCS Liquidation Amount of CCS Securities held by such Existing Holder subject to such Submitted Bid or Submitted Sell Order and the denominator of which is the aggregate CCS Liquidation Amount of CCS Securities subject to all such Submitted Bids and Submitted Sell Orders.

If all CCS Securities are subject to Submitted Hold Orders, all Submitted Bids will be rejected.

If as a result of the procedures described in clause (B) or (C) above, any Existing Holder would be entitled or required to sell, or any Potential Holder would be entitled or required to purchase, a fraction of a security of CCS Securities, the Auction Agent will, in such manner as it will, in its sole discretion, determine, round up or down the number of CCS Securities to be purchased or sold by any Existing Holder or Potential Holder so that only whole securities will be entitled to be purchased or sold by each Potential Holder or Existing Holder even if such allocation results in one or more of such Potential Holders not purchasing any CCS Securities.

Based on the results of each Auction, the Auction Agent will determine the aggregate CCS Liquidation Amount of CCS Securities to be purchased and the aggregate CCS Liquidation Amount of CCS Securities to be sold by Potential Holders and Existing Holders (other than any fractional Tax Matters Partner Share) on whose behalf the Broker-Dealer submitted Bids or Sell Orders.

(v) Maximum Number of Partners.

(i) Unless and until the Broker-Dealer notifies the Auction Agent of a different number, the "maximum number of partners" for a Custodial Trust's CCS Securities shall be 100. If the Broker-Dealer determines (and provides written notice thereof to the Auction Agent prior to 10:00 a.m., New York City time, on any Auction Date) that as a result of allocations of CCS Securities made by the Auction Agent in an Auction in accordance with the Auction Procedures, there is a significant possibility that the number of partners of a Custodial Trust's CCS Securities would be greater than the maximum number of partners, the Broker-Dealers shall (1) in consultation with the Auction Agent, review the ownership of the CCS Securities to determine whether any Person has been counted more than once in determining the number of partners and (2) in consultation with the Auction Agent and with any other Persons that the Auction Agent determines would become Existing Holders of CCS Securities on behalf of more than one Holder, determine the number of beneficial Holders of CCS Securities on behalf of which such Broker-Dealer and other Persons would hold CCS Securities, and if after completing

such determination and eliminating all Persons that have been counted more than once, the number of partners of CCS Securities would nonetheless be greater than the maximum number of partners, then the Auction Agent, in consultation with the Broker-Dealers, shall make a new determination of the results of such Auction as follows, in the following order of priority:

(A) if one or more Bids of Existing Holders specifying the Winning Bid Rate would have been accepted in part, or one or more Bids of Potential Holders specifying the Winning Bid Rate would have been rejected in part, and the Auction Agent determines (in consultation with the Broker-Dealer) that the acceptance in whole or in part of one or more Bids of Existing Holders specifying the Winning Bid Rate or the rejection in whole or in part of one or more Bids of Potential Holders specifying the Winning Bid Rate would cause the number of Holders to be less than or equal to the maximum number of partners, to that extent such Bids shall be accepted or rejected, as the case may be; and if necessary;

(B) if the Auction Agent determines (in consultation with the Broker-Dealer) that (1) the rejection in whole or in part of one or more Bids of Existing Holders specifying a rate or rates lower than the maximum rate but higher than the rate which would have been the Winning Bid Rate, or the acceptance in whole or in part of one or more Bids of Potential Holders specifying such a rate or rates and (2) the rejection in whole or in part of one or more Bids of Potential Holders specifying a rate or rates equal to or lower than the rate which would have been the Winning Bid Rate, would cause the number of partners to be less than or equal to the maximum number of partners, to that extent such Bid of any Existing Holder that is so rejected or any such Bid of any Potential Holder that is so accepted and the highest rate specified in any such Bid of any Existing Holder that is so rejected or any such Bid of any Potential Holder that is so accepted shall be the Winning Bid Rate; provided, that, to the extent practicable, Bids of Existing Holders which would have been accepted specifying a lower rate shall be rejected, and Bids of Potential Holders specifying a lower rate shall be accepted, before such Bids specifying a higher distribution rate; and provided, further, that subject to the foregoing proviso, to the extent practicable, Bids of Potential Holders which would have been accepted specifying a higher rate shall be rejected before such Bids specifying a lower rate, and Bids of Existing Holders specifying a rate shall be rejected before Bids of Potential Holders specifying the same rate are accepted;

(ii) if the Broker-Dealers, in consultation with the Auction Agent, determine that the application of the foregoing procedures could not result in the number of Holders being less than or equal to the maximum number of partners, then sufficient clearing Bids shall be deemed not to exist for such Auction and the "maximum rate" shall be the rate for the next succeeding distribution period for the CCS Securities held by the Custodial



Trust and sell orders shall be accepted, in the sole discretion of the Auction Agent, only to the extent that their acceptance would not cause the number of Holders to exceed the maximum number of Holders for such Custodial Trust; provided, that to the extent practicable, Bids of Potential Holders specifying a lower rate shall be accepted before Bids of Potential Holders specifying a higher rate; or


(iii) in the event that the Auction Agent has been notified by a Broker-Dealer that the application of the Auction Procedures would cause the number of Existing Holders of CCS Securities to exceed the Maximum Number of Holders, the Auction Agent shall consult with each Broker-Dealer and review, prior to the completion of the Auction, the beneficial ownership of the outstanding CCS Securities to determine the number of Existing Holders for purposes of implementing the procedures specified in subsections (i) and (ii) above. In making such determinations and implementing the procedures specified in subsections (i) and (ii) above, the Auction Agent may conclusively rely upon the information supplied to it by the Broker-Dealers, in each case in the absence of bad faith or manifest error on their respective parts.

\* \* \*

These Articles Supplementary shall be effective on the date of acceptance for record by the Maryland State Department of Assessments and Taxation.

IN WITNESS WHEREOF, ASSURED GUARANTY CORP. has caused these presents to be signed in its name and on behalf by its President and witnessed by its Secretary or one of its Assistant Secretaries on April 7, 2005.


ATTEST:

  
Name: Elisabeth Zimmerman  
Title: Secretary

ASSURED GUARANTY CORP., (a  
Maryland corporation)

  
Name: Michael Schbzer  
Title: President

THE UNDERSIGNED, President of ASSURED GUARANTY CORP., who executed on behalf of the Corporation the foregoing Articles Supplementary of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles Supplementary to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

  
Name: Michael Schözer  
Title: President

# CORPORATE CHARTER APPROVAL SHEET

**\*\* EXPEDITED SERVICE \*\*      \*\* KEEP WITH DOCUMENT \*\***

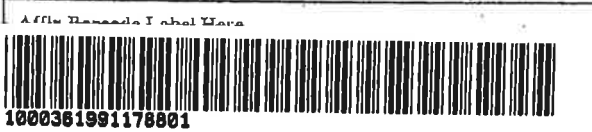
DOCUMENT CODE 16 BUSINESS CODE \_\_\_\_\_

# D0202111

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_



ID # D0202111 ACK # 1000361991178801  
LIBER: 000785 FOLIO: 1283 PAGES: 0033  
ASSURED GUARANTY CORP.

Surviving (Transferee) \_\_\_\_\_ 04/07/2005 AT 03:08 P WO # 0001037688

\_\_\_\_\_ New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 90

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

2 Certified Copies \_\_\_\_\_

Certificates \_\_\_\_\_

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL FEES: 242

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
\_\_\_\_\_ and Resident Agent's Address  
\_\_\_\_\_ Change of Business Code

\_\_\_\_\_ Adoption of Assumed Name

\_\_\_\_\_ Other Change(s)

Credit Card \_\_\_\_\_ Check ☒ Cash \_\_\_\_\_

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Approved By: A-01

Keyed By: \_\_\_\_\_

COMMENT(S): \_\_\_\_\_

Code \_\_\_\_\_  
Attention: MALCOLM RANDOLPH  
Mail to Address: Mayor, Brown, Rowe & Maxwell  
1009 K St NW  
Washington, DC 20006

CUST ID: 0001594650  
WORK ORDER: 0001037688  
DATE: 04-07-2005 03:08 PM  
AMT. PAID: \$242.00

Stamp Work Order and Customer Number HERE

ARTICLES OF MERGER  
OF  
ASSURED VALUE INSURANCE COMPANY  
AND  
ASSURED GUARANTY CORP.

RECEIVED  
DEPARTMENT OF  
ASSESSMENTS & TAXATION  
2006 DEC 11 A 10:43

Pursuant to Section 3-109 of the Maryland General Corporation Law, the undersigned entities do hereby submit the following Articles of Merger, to be effective upon filing, in a merger between Assured Value Insurance Company ("Assured Value") and Assured Guaranty Corp. ("Assured Guaranty"), both corporations organized under the laws of the State of Maryland.

- FIRST:** The principal place of business of Assured Value in the State of Maryland is in the County of Baltimore.
- SECOND:** The principal place of business of Assured Guaranty in the State of Maryland is in the County of Baltimore.
- THIRD:** Assured Value has the authority to issue 150,000 shares of stock of all classes. Assured Value has 150,000 shares of common stock outstanding, par value \$10 per share. The aggregate par value of all of Assured Value's outstanding shares of stock is \$1,500,000.
- FOURTH:** Assured Guaranty has the authority to issue 500,000 shares of stock of all classes. Assured Guaranty has 20,834 shares of common stock outstanding, par value \$720 per share. The aggregate par value of all of Assured Guaranty's outstanding shares of stock is \$15,000,480.
- FIFTH:** The terms and conditions of the transaction set forth in these Articles of Merger and the Agreement and Plan of Merger, dated as of , 2006, between Assured Value and Assured Guaranty (the "Merger Agreement") were duly advised, authorized and approved by the Board of Directors of Assured Value in the manner and by the vote required by Assured Value's Charter and Section 3-106 of the Maryland General Corporation Law.
- SIXTH:** The terms and conditions of the transaction set forth in these Articles of Merger and the Merger Agreement were duly advised, authorized and approved by the Board of Directors of Assured Guaranty in the manner

NYB634240.9

STATE OF MARYLAND

I hereby certify that this is a true and correct copy of the  
page document as filed in the office of the  
DEPARTMENT OF ASSESSMENTS & TAXATION  
BY: [Signature], Custodian  
This ~~copy~~ replaces our previous certification system. Effective: 6/95

1046 -  
1287

and by the vote required by Assured Guaranty's Charter and Section 3-106 of the Maryland General Corporation Law.

- SEVENTH:** Assured Value agrees to merge with and into Assured Guaranty.
- EIGHTH:** Assured Guaranty agrees to merge with Assured Value.
- NINTH:** Each issued and outstanding share of Assured Value's common stock shall be cancelled without consideration upon the effectiveness of the merger.
- TENTH:** The name of the surviving entity upon the effectiveness of the merger shall be Assured Guaranty Corp.
- ELEVENTH:** The name of the merged entity that will cease to exist upon the effectiveness of the merger is Assured Value Insurance Company.
- TWELFTH:** The principal place of business of Assured Guaranty upon the effectiveness of the merger in the State of Maryland shall be 111 S. Calvert Street, Baltimore, Maryland 21202.
- THIRTEENTH:** At the effective time of the merger, all liens upon the property of Assured Value and all rights of creditors of Assured Value shall be preserved unimpaired as the liens upon the property and obligations of Assured Guaranty, including, without limitation, the rights of insurance policyholders and certificate holders, and all debts, liabilities and duties of Assured Value shall become the debts, liabilities and duties of Assured Guaranty and may be enforced against Assured Guaranty to the same extent as if said debts, liabilities and duties had been incurred or contracted by Assured Guaranty.
- FOURTEENTH:** Assured Value has no interest in land in the State of Maryland.
- FIFTEENTH:** The Charter of Assured Guaranty will not be amended as a result of the merger.

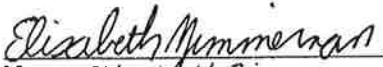
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has signed and acknowledged these Articles of Merger on the 30<sup>th</sup> day of November, 2006.

**ASSURED VALUE INSURANCE COMPANY**

By:   
Name: Michael Schozer  
Title: President

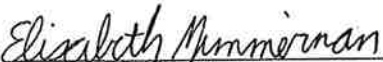
**ATTEST:**

By:   
Name: Elisabeth Zimmerman  
Title: Secretary

**ASSURED GUARANTY CORP.**

By:   
Name: Michael Schozer  
Title: President

**ATTEST:**

By:   
Name: Elisabeth Zimmerman  
Title: Secretary

Each of the undersigned hereby certifies under the penalties of perjury that to the best of his or her knowledge, information and belief, the matters and facts set forth in these Articles of Merger with respect to the approval thereof are true in all material respects.

ATTEST:

ASSURED VALUE INSURANCE COMPANY

ASSURED GUARANTY CORP.

By: Elisabeth Zimmerman  
Name: Elisabeth Zimmerman  
Title: Secretary

By: Elisabeth Zimmerman  
Name: Elisabeth Zimmerman  
Title: Secretary

NYB634240.9

**CERTIFICATE OF INSURANCE COMMISSIONER**

I HEREBY CERTIFY, that the attached Articles of Merger of Assured Guaranty Corporation (a Maryland Corporation), into Assured Guaranty Corporation (a Maryland Corporation), have been submitted to me for examination and have been found to be in accordance with the Insurance Laws of the State of Maryland.

IN WITNESS WHEREOF, I have hereunto  
set my Hand and Affixed the Official Seal  
of my Office in the City of Baltimore,  
this 20<sup>th</sup> day of November, 2006.



  
\_\_\_\_\_  
R. Steven Orr  
Maryland Insurance Commissioner

CUST ID:0001888400  
WORK ORDER:0001331438  
DATE:12-14-2006 04:43 PM  
AMT. PAID:\$200.00

RECEIVED  
DEPARTMENT OF  
ASSESSMENTS & TAXATION  
2006 DEC 11 A 10 43



# CORPORATE CHARTER APPROVAL SHEET

**\*\*EXPEDITED SERVICE\*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 11 BUSINESS CODE \_\_\_\_\_

# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (~~Parent~~) \_\_\_\_\_

Assured Value Insurance  
Company  
104991733

Surviving (~~Parent~~) \_\_\_\_\_

Assured Guaranty Corp.  
102021111



1000361994045627

ID # D02021111 ACK # 1000361994045627  
LIBER: B01046 FOLIO: 1287 PAGES: 0006  
ASSURED GUARANTY CORP.

MAIL  
BACK

12/14/2006 AT 04:43 P WO # 0001331438

New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 20

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

1 Certified Copies

Copy Fee: 25

\_\_\_\_ Certificates

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

Mail Processing Fee: 5

Other: \_\_\_\_\_

TOTAL FEES: 200

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Change of Business Code

Adoption of Assumed Name

Other Change(s)

Credit Card \_\_\_\_\_ Check X Cash \_\_\_\_\_

\_\_\_\_ Documents on 6 Checks

Approved By: \_\_\_\_\_

Keyed By: \_\_\_\_\_

Code \_\_\_\_\_

Attention: \_\_\_\_\_

ASSURED GUARANTY CORP

NICOLE DIMARCO

1325 AVENUE OF THE AMERICAS

NEW YORK

NY 10019-6026

COMMENT(S):

per discussion w/ Paul A,  
concerning reference to §3-106  
and Insurance Commissioner  
certificate, assured  
subsidiary / parent merger.

CUST ID: 0001888400

WORK ORDER: 0001331438

DATE: 12-14-2006 04:43 PM

AMT. PAID: \$200.00

## RESIDENT AGENT'S NOTICE OF CHANGE OF ADDRESS

I certify that I, The Corporation Trust Incorporated  
am the resident agent of See Attached list for entities  
(Name of Entity)  
organized under the laws of Maryland My address as resident  
(State)  
agent has changed from The Corporation Trust Incorporated  
300 East Lombard Street, Baltimore, Maryland 21201  
to Corporation Trust Incorporated  
351 West Camden Street, Baltimore, MD 21201

☐ (CHECK IF APPLICABLE) The old and new addresses of the resident agent  
are also the old and new addresses of the principal office of this entity in Maryland.

The above named entity has been advised by me in writing of this change.

CUST ID:0002357233  
WORK ORDER:0001800271  
DATE:12-09-2009 09:54 AM  
AMT. PAID:\$30,000.00

Mauri Shaw  
Resident Agent

Mail to:

State Department of Assessments & Taxation  
301 W. Preston Street  
Room 801  
Baltimore, MD 21201-2395

BY: A. Brantley 12-12-09  
This stamp replaces our previous certification system. Effective: 6/95

STATE OF MARYLAND  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
MASS RESIDENT AGENT ADDRESS UPDATE FOR THE CORPORATION TRUST INCORPORATED

RUN DATE: 12/07/2009  
TIME: 07.53.45

DEPT ID. ENTITY NAME

D01605138 WORDEX CORPORATION  
D01607142 UNITED CONCORDIA DENTAL PLANS, INC.  
D01610161 SPECTRUM FSY MICROWAVE, INC.  
D01619162 CONSTRUCTION DYNAMICS GROUP, INC.  
D01623438 3M HEALTH INFORMATION SYSTEMS, INC.  
D01628460 D&B URBAN HOUSING, INC.  
D01629617 BTR GATEWAY, INC.  
D01635580 GRIMCOM, INC.  
D01646264 CONSTELLATION INVESTMENTS, INC.  
D01647320 TRIGEN-BALTIMORE ENERGY CORPORATION  
D01649219 CONSTELLATION HOLDINGS, INC.  
D01653088 HANA ENTERPRISES, INC.  
D01657626 M.I.D.A. INCORPORATED  
D01657840 BETA ANALYTICS, INCORPORATED  
D01660448 NEW YORK DAILY TAX FREE INCOME FUND, INC.  
D01660596 H. BECK, INC.  
D01676063 MARLOW CONCESSION COMPANY, INC.  
D01676105 FOOD-A-RAMA-G.U., INC.  
D01719459 CBIZ FINANCIAL SOLUTIONS, INC.  
D01722370 EAST COAST BUILDING SUPPLY CO., INC.  
D01726371 BROWN'S MARYLAND MOTORS, INC.  
D01744713 POSTERSERVICE, INCORPORATED  
D01746833 EAGAN, MCALLISTER ASSOCIATES, INC.  
D01756741 STRIKES AND SPARES LOUNGE, INC.  
D01760107 S.W. MORRIS & COMPANY, INC.  
D01763341 MONTGOMERY COMMUNITY TELEVISION, INC.  
D01773134 AMERICAN SOCIETY OF HEALTH-SYSTEM PHARMACISTS, INC. (ASHP)  
D01786540 LAUREL RACING ASSOC., INC.  
D01792456 FEDERLINE CLEAN WATER, INC.  
D01817154 ADULT DAY CARE OF MARYLAND, INC.  
D01834696 FORT LINCOLN CEMETERY, INC.  
D01855774 MADISON BOOKS, INC.  
D01868488 FREDERICKSBURG PLAZA, INC.  
D01879501 SU AMERICA INC.  
D01907195 ZIPPY RENT-A-CAR, INC.  
D01919893 MORGANTI FEDERAL, INC.  
D01931542 CONSTELLATION ENERGY GROUP FOUNDATION, INC.  
D01933514 ALL CARE SURGERY CENTER, INC.  
D01940188 BTR NEW RIDGE, INC.  
D01948421 CIGNA HEALTHCARE MID-ATLANTIC, INC.  
D01963057 BEELINE EQUITIES, INC.  
D02002566 JET AVIATION BUSINESS JETS, INC.  
D02015667 POTOMAC INSURANCE MARKETING GROUP, INC.  
D02021111 ASSURED GUARANTY CORP.  
D02027803 SECURE MEDICAL CARE ASSOCIATES, P.A.  
D02035525 BUTLER INTERNATIONAL, INC.  
D02048957 PREMISES PROVIDERS, INC.  
D02049435 GATEWAY BUILDING ASSOCIATES, INC.  
D02049443 6188 GATEWAY, INC.  
D02053262 UNIVERSITY WAREHOUSE CORP.  
D02063725 MAGNETIC IMAGING CORPORATION  
D02081784 DEUTSCHE BANK INSURANCE AGENCY INCORPORATED.

# CORPORATE CHARTER APPROVAL SHEET

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 82 BUSINESS CODE \_\_\_\_\_

# A04298352

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_

Affix Barcode Label Here



1000361999039195

Affix Barcode Label Here

ID # A04298352 ACK # 1000361999039195

PAGES: 0310

VENABLE LLP

12/01/2009 AT 02:43 P NO # 0001800271

New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: 25  
Org. & Cap. Fee: \_\_\_\_\_  
Expedite Fee: \_\_\_\_\_  
Penalty: \_\_\_\_\_  
State Recordation Tax: \_\_\_\_\_  
State Transfer Tax: \_\_\_\_\_  
Certified Copies \_\_\_\_\_  
Copy Fee: \_\_\_\_\_  
Certificates \_\_\_\_\_  
Certificate of Status Fee: \_\_\_\_\_  
Personal Property Filings: \_\_\_\_\_  
Mail Processing Fee: \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL FEES: 25

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
\_\_\_\_\_ and Resident Agent's Address  
\_\_\_\_\_ Change of Business Code

\_\_\_\_\_ Adoption of Assumed Name

\_\_\_\_\_ Other Change(s)

Credit Card \_\_\_\_\_ Check \_\_\_\_\_ Cash \_\_\_\_\_

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Approved By: 012

Keyed By: \_\_\_\_\_

COMMENT(S):

Code \_\_\_\_\_

Attention: \_\_\_\_\_

Mail: Name and Address

THE CORPORATION TRUST INCORPORATED  
351 W CAMDEN ST  
BALTIMORE MD 21201-7912

Stamp Work Order and Customer Number HERE

CUST ID: 0002357233  
WORK ORDER: 0001800271  
DATE: 12-09-2009 09:54 AM  
AMT. PAID: \$30,000.00

EXHIBIT B

BY-LAWS

OF

ASSURED GUARANTY CORP.

AND

THE SURVIVING COMPANY

# **ASSURED GUARANTY CORP.**

## **EIGHTH AMENDED AND RESTATED BY-LAWS**

### **ARTICLE I**

#### **STOCKHOLDERS**

##### **SECTION 1.01. Annual Meeting**

The Corporation shall hold an annual meeting of its stockholders to elect directors and transact any other business within its powers at such time as shall be fixed by the Board of Directors. Any business may be considered at an annual meeting without the purpose of the meeting having been specified in the notice.

##### **SECTION 1.02. Special Meeting**

At any time in the interval between annual meetings, a special meeting of the stockholders may be called by the Chief Executive Officer, the President, by a majority of the directors present at a meeting at which a quorum is present, or by a stockholder or stockholders owning, in the aggregate, stock representing twenty-five percent (25%) or more of the voting power of the Corporation, with or without a meeting, by written request addressed to the Secretary of the Corporation.

##### **SECTION 1.03. Place of Meeting**

Meetings of the stockholders shall be held at the home office of the Corporation or at such place in the United States as is set from time to time by the Board of Directors. Stockholders may participate in the meeting by conference telephone or other form of electronic communication.

##### **SECTION 1.04. Notice of Meetings; Waiver of Notice**

Not less than ten (10) nor more than sixty (60) days before each stockholders' meeting, the Secretary shall give notice, in writing or by electronic transmission, of the meeting to each stockholder entitled to vote at the meeting and each other stockholder entitled to notice of the meeting. The notice shall state the time and place of the meeting, the means of remote communication, and, if the meeting is a special meeting or notice of the purpose is required by statute, the purpose of the meeting and the matters proposed to be acted on at the meeting. Notice is given to a stockholder when it is personally delivered to the stockholder, left at the stockholder's residence or usual place of business, mailed to the stockholder at the stockholder's address as it appears on the records of the Corporation, or sent by electronic transmission to any address or number of the stockholder at which the stockholder receives electronic transmissions.

If the Corporation has received a request from a stockholder that notice not be sent by electronic transmission, the Corporation may not provide notice to the stockholder by electronic transmission. Notice given by electronic transmission shall be considered ineffective if the Corporation is unable to deliver two consecutive notices and the inability to deliver the notices becomes known to the Secretary. The inadvertent failure to deliver electronic notice does not invalidate any meeting or other action of the stockholders.

Notwithstanding the foregoing provisions, each person who is entitled to notice waives notice if he or she, before or after the meeting, delivers a written waiver or a waiver by electronic transmission, which is filed with the records of stockholders' meetings, or is present at the meeting in person or by proxy. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Subject to the foregoing, any notice given by a Corporation to a stockholder is effective if given by a single notice, in writing or by electronic transmission, to all stockholders who share an address if the Corporation gives notice, in writing or by electronic transmission, to the stockholder of its intent to give a single notice, and the stockholder, consents to receiving a single notice or fails to object in writing within sixty (60) days after the Corporation gives notice to the stockholder of its intent to give a single notice. A stockholder may revoke the foregoing consent by written notice to the Corporation.

#### **SECTION 1.05. Quorum; Voting**

At a meeting of the stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the meeting constitutes a quorum and a majority of all the votes cast at a meeting at which a quorum is present is sufficient to approve any matter which properly comes before the meeting.

#### **SECTION 1.06. Action by Consent**

Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if a unanimous consent, which sets forth the action and is given in writing by each stockholder entitled to vote on the matter, is filed in the records of stockholders meetings.

#### **SECTION 1.07. General Right to Vote; Proxies**

Each outstanding share of stock, regardless of class, is entitled to one vote on each matter submitted to a vote at a meeting of stockholders. In all elections for directors, each share of stock may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted. A stockholder may vote

the stock he or she owns of record either in person or by written proxy signed by the stockholder or by his or her duly authorized attorney in fact. Unless a proxy provides otherwise, it is not valid more than eleven (11) months after its date.

## **ARTICLE II**

### **BOARD OF DIRECTORS**

#### **SECTION 2.01. Function of Directors**

The business and affairs of the Corporation shall be managed under the direction of its Board of Directors. All powers of the Corporation may be exercised by or under authority of the Board of Directors, except as reserved to the stockholders by law.

#### **SECTION 2.02. Number of Directors**

The Corporation shall have a least nine (9) directors until the number of directors is changed as herein provided. The action of a majority of the directors present at a meeting at which a quorum is present may alter the number of directors, not exceeding twenty-five (25), but the action may not affect the tenure of office of any director. Directors must be at least eighteen years of age, and a majority of the directors must be United States citizens and residents, but directors need not be stockholders.

#### **SECTION 2.03. Election and Tenure of Directors**

At each annual meeting, the stockholders shall elect directors to hold office until the next annual meeting and until their successors are elected and qualify.

#### **SECTION 2.04. Removal of Director**

The stockholders may remove any director, with or without cause, by the affirmative vote of a majority of all the votes entitled to be cast for the election of directors.

#### **SECTION 2.05. Vacancy on Board**

The stockholders may elect a successor to fill a vacancy on the Board of Directors which results from the removal of a director. A majority of the remaining directors, whether or not sufficient to constitute a quorum, may fill a vacancy on the Board of Directors which results from any cause including an increase in the number of directors. A director elected by the Board of Directors to fill a vacancy serves until the next annual meeting of stockholders and until his or her successor is elected and qualifies. A director elected by the stockholders to fill a vacancy which results from the removal of a director serves for the balance of the term of the removed director.



## **ARTICLE III**

### **COMMITTEES**

#### **SECTION 3.01. Committees**

The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, may appoint from among its members an Executive Committee and other committees, which shall consist of at least three (3) directors and delegate to these committees any of the powers of the Board of Directors, except the power to declare dividends or other distributions on stock, elect directors, issue stock, recommend to the stockholders any action which requires stockholder approval, amend the By-Laws, or approve any merger or share exchange which does not require stockholder approval. The members of a committee present at any meeting, whether or not they constitute a quorum, is authorized to appoint a director to act in the place of an absent member.

#### **SECTION 3.02. Procedure**

Each committee may fix rules of procedure for its business. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting if a unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The members of a committee may conduct any meeting thereof by conference telephone in accordance with the provisions of this Section 2.10.

## **ARTICLE IV**

### **OFFICERS**

#### **SECTION 4.01. Executive Officers**

The Corporation shall have a Chairman of the Board, who shall be the Chief Executive Officer and a director of the Corporation, a President, who shall be a director of the Corporation, a Chief Operating Officer, a General Counsel, a Chief Financial Office, a Chief Accounting Officer, a Secretary and a Treasurer (the "executive officers"). A person may hold more than one office; provided, however, that an individual may not hold more than one of the offices of President, Secretary and Treasurer.

#### **SECTION 4.02. Election of Executive Officers**

The Board of Directors shall elect the executive officers. Each executive officer shall serve until his or her successor is elected and qualifies. If the Board of Directors in its judgment finds that the best interest of the Corporation will be served, it may remove any executive officer of the Corporation. The removal of an officer does not prejudice any of his or her contract rights. The Board of Directors may fill a vacancy which occurs in any office for the unexpired portion of the term.

#### **SECTION 4.03. Chairman of the Board**

The Chairman of the Board shall be the Chief Executive Officer and shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. He or she shall have and may exercise such duties and powers as are from time to time assigned to him or her by the Board of Directors.

#### **SECTION 4.04. President**

In the absence of the Chairman of the Board, the President shall preside at all meetings of the stockholders and of the Board of Directors at which he or she shall be present; he or she shall have charge and supervision of the assets and affairs of the Corporation, he may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation by resolution of the Board of Directors; and, in general, he or she shall perform all duties incident to the office of a president of a corporation, and shall have and may exercise such other duties and powers as are from time to time assigned to him or her by the Board of Directors.

#### **SECTION 4.05. Election, Tenure and Removal of Officers**

The Board of Directors, the Chief Executive Officer or the President may appoint other officers with the titles Managing Director, Director, Vice President, Assistant Vice President or such other officer title as the Board of Directors may authorize by resolution from time to time. The Board of Directors may, from time to time, authorize any committee or officer to appoint other officers. An officer serves until his or her successor is elected and qualifies. If the Board of Directors in its judgment finds that the best interest of the Corporation will be served, it may remove any officer or agent of the Corporation. The removal of any officer or agent does not prejudice any of his or her contract rights. The Board of Directors (or any committee or officer authorized by the Board of Directors) may fill a vacancy which occurs in any office for the unexpired portion of the term. The officers shall perform the duties and exercise the functions delegated to them by the Board of Directors, by the Chief Executive Officer, by the President or by the officer or committee appointing them.

#### **SECTION 4.06. Secretary**

The Secretary shall keep the minutes of the meetings of the stockholders, of the Board of Directors and of any committees, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he or she shall be custodian of the records of the Corporation; he or she may witness all documents on behalf of the Corporation, the execution of which is duly authorized, see that the corporate seal is affixed where such document is required to be under seal, and, when so affixed, may attest the same; and, in general, he or she shall perform all duties incident to the office of a secretary of a corporation and such other duties and powers as are from time to time assigned to him or her by the Board of Directors or the President.

#### **SECTION 4.07. Treasurer**

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he or she shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Corporation; and, in general, he or she shall perform all the duties incident to the office of treasurer of a corporation, and such other duties and powers as are from time to time assigned to him or her by the Board of Directors or the President.

#### **SECTION 4.08. Assistant Officers**

Assistant Secretaries may be appointed by the Board of Directors or the Secretary and shall have such duties and powers as are from time to time assigned to them by the Board of Directors or the Secretary. Assistant Treasurers may be appointed by the Board of Directors or the Treasurer and shall have such duties and powers as are from time to time assigned to them by the Board of Directors or the Treasurer.

#### **SECTION 4.09. Compensation**

The Board of Directors shall have power to fix the salaries and other compensation and remuneration of whatever kind of all officers of the Corporation. It may authorize any committee or officer, upon whom the power of appointing other officers may have been conferred, to fix the salaries, compensation and remuneration of such subordinate officers.

## **ARTICLE V**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

#### **SECTION 5.01. Definitions**

For purposes of this Article:

"Director" means any person who is or was a director of the Corporation and any person who, while a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan.

"Expenses" include attorney's fees.

"Official capacity" means the following:

- (i) When used with respect to a director, the office of director in the Corporation;
- (ii) When used with respect to a person other than a director, the elective or appointive office in the Corporation held by the officer, or the employment or agency relationship undertaken by the employee or agent in behalf of the Corporation.
- (iii) "Official capacity" shall have correlative meanings to (i) and (ii) above with respect to service as the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan but does not otherwise include service for any other foreign or domestic corporation or any partnership, joint venture, trust, other enterprise, or employee benefit plan.

"Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative.

#### **SECTION 5.02. Indemnification**

The Corporation shall indemnify to the fullest extent provided by law any director or officer made a party to any proceeding by reason of service in his or her official capacity unless it is established that:

- (i) The act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; or
- (ii) The director or officer actually received an improper personal benefit in money, property, or services; or
- (iii) In the case of any criminal proceeding, the director or officer did not have a reasonable basis to believe that the act or omission was lawful.

The foregoing indemnification by the Corporation shall be against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director or officer in connection with the proceeding. However, if the proceeding was one by or in the right of the Corporation, indemnification may not be made in respect of any proceeding in which the director or officer shall have been adjudged to be liable to the Corporation. To the fullest extent permitted by law, the termination of any proceeding against a director or officer by judgment, order, or settlement shall not create a presumption that the director did not meet any legally requisite standard of conduct. The termination of any proceeding by conviction or its equivalent, or an entry of an order of probation prior to judgment, shall create a rebuttable presumption that the director or officer did not meet that standard of conduct.

The Corporation shall indemnify a director or officer and advance expenses for a proceeding brought by that director or officer against the Corporation to enforce the director's or officer's right of indemnification hereunder or against a third party to recover amounts under directors' and officers' liability insurance policies maintained by the Corporation, but only in the event the director or officer ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may.

If a director or officer is entitled under any provision of this Article V to indemnification by the Corporation for some or a portion of judgments, penalties, fines, settlements or expenses, but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify such director or officer for the portion thereof to which he or she is entitled.

#### **SECTION 5.03. Required Indemnification Against Expenses Incurred in Successful Defense**

A director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding referred to in Section 5.02, or in the defense of any claim, issue, or matter in the proceeding, shall be entitled to the indemnification provided in Section 5.02 regardless of the exceptions provided in the first paragraph of that section.

#### **SECTION 5.04. Determination that Indemnification is Proper**

Indemnification under Section 5.02 shall be made by the Corporation unless a determination has been made that indemnification of the director or officer is not permissible because one of the exceptions set forth in the first paragraph of that section applies or because the director or officer has not met the standard of conduct set forth in Section 5.02. Such determination may be made:

- (i) By the Board of Directors by a majority vote of a quorum consisting of directors not, at the time, parties to the proceeding, or, if such a quorum cannot be obtained, then by a majority of the directors not, at the time, parties to such proceeding;
- (ii) By special legal counsel selected by the Board of Directors by vote as set forth in subparagraph (i) above, or, if all directors are, at the time, parties to the proceeding, by a majority vote of the full Board of Directors in which directors who are parties may participate; or
- (iii) By the stockholders.

Shares held by directors who are parties to the proceeding may not be voted on the subject matter under this subsection.

#### **SECTION 5.05. Payment of Expenses in Advance of Final Disposition of Action**

Reasonable expenses incurred by a director or officer who is a party to a proceeding shall be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding upon receipt by the Corporation of a written undertaking by or on behalf of the director or officer to repay the amount if it shall ultimately be determined that the standard of conduct has not been met. The undertaking shall be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to financial ability to make the repayment. If a director or officer has commenced or commences legal proceedings in a court of competent jurisdiction to secure a determination that he or she should be indemnified under applicable law, as provided in Section 5.02, any determination made pursuant to Section 5.04 that such director or officer would not be permitted to be indemnified under applicable law shall not be binding, and such director or officer shall not be required to reimburse the Corporation until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or have lapsed).

#### **SECTION 5.06. Validity of Indemnification Provision**

The indemnification and advancement of expenses provided or authorized by this Article are not deemed exclusive of any other rights, by indemnification or otherwise, to which a director or officer may be entitled under the charter, a resolution of stockholders

or directors, an agreement, insurance policy or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

**SECTION 5.07. Reimbursement of Director's or Officer's Expenses Incurred While Appearing as Witness**

The Corporation shall pay or reimburse expenses incurred by a director or officer in connection with an appearance as a witness in his or her official capacity in a proceeding at a time when the director or officer has not been made a named defendant or respondent in the proceeding.

**SECTION 5.08. Director's Service to Employee Benefit Plan**

The Corporation shall be deemed to have requested a director or officer to serve as director, officer or trustee of an employee benefit plan where the performance of the director's or officer's duties to the Corporation also imposes duties on, or otherwise involves services by, the director or officer to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a director or officer with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Actions taken or omitted by the director or officer with respect to an employee benefit plan in the performance of the director's or officer's duties for a purpose reasonably believed by the director or officer to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Corporation.

**SECTION 5.09. Insurance or Similar Protection**

The Corporation may maintain insurance in reasonable amounts and with reasonable terms on behalf of each person who is or was a director, officer, employee, or agent of the Corporation, or who, while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Corporation would have the power to indemnify against liability under this Article. In the alternative, the Corporation may provide similar protection, including a trust fund, letter of credit, or surety bond, not inconsistent with this Article. The insurance or similar protection may be provided by a subsidiary or an affiliate of the Corporation.

**SECTION 5.10. Report of Indemnification to Stockholders**

Any indemnification of, or advance of expenses to, a Director in accordance with this Article V, if arising out of a proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.



### **SECTION 5.11. Continuation of Contractual Indemnity.**

The obligations of the Corporation provided herein shall continue for so long as a director or officer shall be subject to, or involved in, any proceeding for which indemnification is provided pursuant to this Article notwithstanding any amendment of this Article V.

## **ARTICLE VI**

### **STOCK**

#### **SECTION 6.01. Certificates of Stock**

Each stockholder is entitled to certificates which represent and certify the shares of stock he or she holds in the Corporation. Each stock certificate shall include on its face the name of the Corporation, the name of the stockholder or other person to whom it is issued, and the class of stock and number of shares it represents. It shall be in such form, not inconsistent with law or with the Articles of Incorporation, as shall be approved by the Board of Directors or any officer or officers designated for such purposes by resolution of the Board of Directors. Each stock certificate shall be signed by the Chairman of the Board, the President, or a Vice-President and countersigned by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer. Each certificate may be sealed with the actual corporate seal, or a facsimile thereof, or in any other form, and the signatures may be either manual or facsimile signatures. A certificate is valid and may be issued whether or not an officer who signed it is still an officer when it is issued.

#### **SECTION 6.02. Transfers**

The Board of Directors shall have power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates of stock; and may appoint transfer agents and registrars thereof. The duties of transfer agent and registrar may be combined.

#### **SECTION 6.03. Record Date and Closing of Transfer Books**

The Board of Directors may set a record date or direct that the stock transfer books be closed for a stated period for the purpose of making any proper determination with respect to stockholders, including which stockholders are entitled to notice of a meeting, vote at a meeting, receive a dividend, or be allotted other rights. The record date may not be more than sixty (60) days before the date on which the action requiring the determination will be taken; the transfer books may not be closed for a period longer than twenty (20) days; and, in the case of a meeting of stockholders, the record date or the closing of the transfer books shall be at least ten (10) days before the date of the meeting.



#### **SECTION 6.05. Stock Ledger**

The Corporation shall maintain a stock ledger which contains the name and address of each stockholder and the number of shares of stock of each class which the stockholder holds. The stock ledger may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. The original or a duplicate of the stock ledger shall be kept at the offices of a transfer agent for the particular class of stock, within or without the State of Maryland, or, if none, at the principal office or the principal executive offices of the Corporation.

#### **SECTION 6.05. Lost Stock Certificates**

The Board of Directors of the Corporation may determine the conditions for issuing a new stock certificate in place of one which is alleged to have been lost, stolen, or destroyed, or the Board of Directors may delegate such power to any officer or officers of the Corporation. In their discretion, the Board of Directors or such officer or officers may refuse to issue such new certificate save upon the order of some court having jurisdiction in the premises.

### **ARTICLE VII**

#### **FINANCE**

#### **SECTION 7.01. Checks, Drafts, Etc.**

All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation, shall, unless otherwise provided by resolution of the Board of Directors, be signed by the Chairman of the Board or the President, and countersigned by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary.

#### **SECTION 7.02. Fiscal Year**

The fiscal year of the Corporation shall be the twelve calendar month period ending December 31 in each year.

## **ARTICLE VIII**

### **SUNDRY PROVISIONS**

#### **SECTION 8.01. Books and Records**

The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its stockholders and Board of Directors and of any executive or other committee when exercising any of the powers of the Board of Directors. The books and records of the Corporation may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

#### **SECTION 8.02. Corporate Seal**

The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

#### **SECTION 8.03. Voting Upon Shares of Other Corporations**

Stock of other corporations or associations, registered in the name of the Corporation, may be voted by the Chairman of the Board, the President, the Treasurer or the Secretary of the Corporation, or by such other person as may be designated by resolution of the Board of Directors.

#### **SECTION 8.04. Execution of Documents**

A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

#### **SECTION 8.05. Amendments**

Subject to the special provisions of Section 2.02, any and all provisions of these By-Laws may be altered, amended, repealed, or added to at any regular or special meeting of the stockholders or by the vote of at least two-thirds (2/3) of the entire Board of Directors.

March 8, 2010

INDEX # 8/1986C

**MERGER**  
CERTIFICATE OF AMENDMENT OF  
INSURANCE CHARTER

**\$100**

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