

DATE: April 24, 2008
 TO: Goldman Sachs International
 FROM: AIG Financial Products Corp.
 SUBJECT: Amended Side Letter Agreement

This Amended Side Letter Agreement supplements the Side Letter Agreements between GSI and AIG-FP dated August 18, 2007 and November 23, 2007.

Reference is made to the ISDA Master Agreement, dated as of 19 August 2003 (the "Master Agreement"), between AIG Financial Products Corp. ("AIG-FP") and Goldman Sachs International ("GSI") and the Transactions entered thereunder (including the Credit Support Annex, dated as of 19 August 2003, *inter alia*). Undefined capitalized terms shall have their respective meanings set forth in the Master Agreement.

Notwithstanding the fact that AIG-FP and GSI have failed to agree on the Exposure in respect of certain credit derivative Transactions identified in the schedule attached hereto, AIG-FP is delivering to GSI Eligible Credit Support in respect of such Transactions (in respect of which AIG-FP shall be the Transferor and GSI the Transferee) on April 24, 2008 with a Value of USD 961,638,455 (such that the total Value of Eligible Credit Support delivered to GSI shall be USD 4,737,000,000). A portion of this amount is attributable in respect of one or more transactions in which Goldman Sachs Capital Markets has made a collateral call despite that the transactions were entered between AIG-FP and GSI.

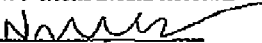
The Transfer of such Eligible Credit Support by AIG-FP and the acceptance of such Eligible Credit Support by GSI (i) shall not be construed as an agreement between the parties, or as an indication of any other sort, regarding the amount, or the undisputed amount, of the Exposure in respect of such Transactions and (ii) shall not constitute a waiver by either party of the rights or remedies available to such party under the Master Agreement, any Transaction Confirmation or the Credit Support Annex or applicable law, including, without limitation, the right to call for the delivery or return of Eligible Credit Support or the right to exercise the dispute resolution provisions available to the parties upon a failure to agree as joint Calculation Agents.

The failure of a party to make a daily written or oral demand for the delivery or return of Eligible Credit Support shall not be construed as a waiver of such right or as agreement that no amount is owed. Moreover, the failure of a party to dispute (whether orally or in writing) the other party's demand for the delivery or return of Eligible Credit Support shall not be construed as an agreement that it agrees with such demand or the Exposure calculation supporting such demand or otherwise be construed as a waiver of any right or remedy. GSI acknowledges that AIG-FP as co-Calculation Agent does not agree with GSI's Exposure calculation in respect of such credit derivative Transactions, and AIG-FP will be deemed to have disputed any demand for Eligible Credit Support and the Exposure Calculation supporting such demand made by GSI with respect to such Transactions until such time as AIG-FP expressly agrees otherwise in writing.

Yours sincerely,
 AIG FINANCIAL PRODUCTS CORP.

By: 
 Name: Jonathan Liebergall
 Title: Executive Vice President

Agreed and Accepted:
 GOLDMAN SACHS INTERNATIONAL

By: 
 Name: N. WRIGHT
 Title: MANAGING DIRECTOR

Annex A

<u>AIG-FI Reference Number</u>	<u>Reference Obligation</u>	<u>Class</u>	<u>Trade Date</u>
706100	Allius II Funding Ltd.	A-1	November 10, 2005
721604	Broderick CDO I Ltd.	A-1V	December 13, 2005
721604	Broderick CDO I Ltd.	A-1NVA	December 13, 2005
721604	Broderick CDO I Ltd.	A-1NVB	December 13, 2005
662634	Coolidge Funding Ltd.	A-1	June 22, 2005
608790	Dashill ABS CDO Ltd.	A1NV	December 16, 2004
608790	Dashill ABS CDO Ltd.	A1VA	December 16, 2004
751657	Foxtus I Funding Ltd.	A-1	March 8, 2006
586780	Glacier Funding CDO II Ltd.	A1NV	October 12, 2004
586780	Glacier Funding CDO II Ltd.	A1V	October 12, 2004
635569	Huntington CDO Ltd.	A-1A	March 29, 2005
635569	Huntington CDO Ltd.	A-1B	March 29, 2005
678579	Ischus CDO II Ltd.	A-1A	July 27, 2005
678579	Ischus CDO II Ltd.	A-1B	July 27, 2005
680086	Jupiter High-Grade CDO III Ltd.	A-1NV	August 10, 2005
680086	Jupiter High-Grade CDO III Ltd.	A-1VA	August 10, 2005
727404	Kleros Preferred Funding II Ltd.	A-1NV	January 10, 2006
727404	Kleros Preferred Funding II Ltd.	A-1V	January 10, 2006
702233	Lexington Capital Funding	A-1ANV	September 27, 2005
702233	Lexington Capital Funding	A-1B	September 27, 2005
594511	Mercury CDO 2004-1 Ltd.	A1VA	November 3, 2004
594511	Mercury CDO 2004-1 Ltd.	A1NV	November 3, 2004
042362	Orchid Structured Finance CDO II Ltd.	A-1	April 19, 2005
702234	Orient Point CDO Ltd.	A-1NVB	October 25, 2005
702234	Orient Point CDO Ltd.	A-1V	October 25, 2005
702234	Orient Point CDO Ltd.	A-1NVA	October 25, 2005
589920	Reservoir Funding Ltd.	A1NV	October 26, 2004
589920	Reservoir Funding Ltd.	A1V	October 26, 2004
615400	River North CDO Ltd.	A1	January 19, 2005
659462	Sahara Ventures 2005-1 Ltd.	A-1	June 9, 2005
721695	Sherwood Funding CDO II Ltd.	A-1	December 15, 2005
655101	South Coast Funding VII Ltd.	A-1ANV	May 25, 2005
655101	South Coast Funding VII Ltd.	A-1B	May 25, 2005
734255	South Coast Funding VIII Ltd.	A-1NV	January 12, 2006
734255	South Coast Funding VIII Ltd.	A-1V	January 12, 2006
892353	Triplex Prime CDO 2006-2 Ltd.	A-1B1	November 8, 2006
892353	Triplex Prime CDO 2006-2 Ltd.	A-1B2	November 8, 2006
820905	West Coast Funding I Ltd.	A-1A	July 19, 2006
820905	West Coast Funding I Ltd.	A-1B	July 19, 2006

** TOTAL PAGE 02 **