
In the Matter of the Rehabilitation of:

Case No. 10 CV 1576

Segregated Account of Ambac Assurance Corporation

AFFIDAVIT OF ALEXANDER R. COCHRAN

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Alexander R. Cochran, having been duly sworn, do hereby depose and say as follows:

1. I am an attorney admitted to practice in New York State and am associated with the law firm of Debevoise & Plimpton LLP (“Debevoise”) in New York, New York.

2. I submit this affidavit in opposition to the motion by the Wisconsin Commissioner of Insurance, Theodore K. Nickel, as court-appointed rehabilitator (the “Rehabilitator”) of the Segregated Account (the “Segregated Account”) of Ambac Assurance Company (“Ambac”) to have the Court enjoin Assured Guaranty Re Ltd. (“AG Re”) and Assured Guaranty Corp. (“Assured Guaranty”) from pursuing arbitration of disputes with Ambac. Assured Guaranty and AG Re, together, are referred to as the “Assured Reinsurers.” Except where otherwise stated, I have personal knowledge of the facts set forth in this affidavit.

3. Since April 2010, Debevoise has represented Assured Guaranty and AG Re in connection with legal issues relating to the rehabilitation of the Segregated Account, including

legal issues relating to the Facultative Reinsurance Agreement between AG Re and Ambac, dated as of November 24, 2004 (the “Facultative Agreement”), and the Second Amended and Restated Surplus Share Reinsurance Agreement between Assured Guaranty and Ambac, dated as of April 1, 2003 (the “Surplus Share Agreement”). I refer to the Facultative Agreement and the Surplus Share Agreement, together, as the “Reinsurance Agreements.”

4. I am a corporate lawyer, and my area of concentration is insurance company transactions. I was actively involved in Debevoise’s representation of the Assured Reinsurers from its inception to the present. In 2010, the other two Debevoise lawyers who were principally involved in that representation were Wolcott B. Dunham, who was a partner and Co-Chair of Debevoise’s Financial Institutions Group until the end of 2010 and is now Of Counsel to the firm, and Michael E. Wiles, a bankruptcy litigation partner.

5. In May and June 2010, Debevoise considered on behalf of the Assured Reinsurers whether the Order for Temporary Injunctive Relief issued by this Court on March 24, 2010 (the “Injunction”), would adversely affect the Assured Reinsurers’ contractual rights under the Reinsurance Agreements. Debevoise identified provisions of the Injunction that, in our view, could have been construed to impair the Assured Reinsurers’ contract rights. Among those provisions was the prohibition against offsets in paragraph 7 of the Injunction, which violated Wis. Stat. § 645.56(1). We prepared for filing, on behalf of the Assured Reinsurers, papers objecting to those provisions.

6. We were told by Foley & Lardner LLP (“Foley”), the lawyers for the Rehabilitator, that the Reinsurance Agreements remained in Ambac’s General Account.

During this period we spoke with Kevin G. Fitzgerald of Foley, who identified himself as one of the principal lawyers in Foley's representation of the Rehabilitator.

7. In June 2010, Debevoise sought confirmation that, because the Reinsurance Agreements were not in the Segregated Account, the Injunction did not affect the Assured Reinsurers' contractual rights under those agreements. On June 9, 2010, I asked Mr. Fitzgerald to participate in a conference call to discuss the Assured Reinsurers' contractual rights under the Reinsurance Agreements. In a June 11, 2010 email to Mr. Fitzgerald, I outlined the topics that we, on behalf of the Assured Reinsurers, wanted to discuss in the conference call, which included "[t]he going forward treatment of contractual netting and offset provisions in [the] reinsurance agreements [and] "[a]rbitration of a current dispute with respect to the calculation of ceding commissions pursuant to some of the Ambac/Assured reinsurance arrangements." A copy of my June 11, 2011 email is attached as Exhibit A.

8. On June 14, 2010, Mr. Dunham, Mr. Wiles and I from Debevoise had a telephone conference call with Mr. Fitzgerald and other Foley lawyers. We discussed the Injunction generally, including the items listed in my June 11, 2010 email.

9. On the following day, June 15, 2010, Mr. Fitzgerald sent an email confirming certain of the statements about the Rehabilitator's position Foley had made during the call. Mr. Fitzgerald's email stated:

[T]he reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty, as reinsurer, have not been allocated to the Segregated Account and therefore are not subject to the rehabilitation proceeding. Accordingly, the temporary *injunction does not apply to enjoin any actions that Assured Guaranty or its affiliates may*

take under the insurance agreements (including . . .demanding arbitration in accordance with the terms of the agreement).

(emphasis added). A copy of Mr. Fitzgerald's June 15, 2010 email is attached as Exhibit B.

10. After receiving the June 14 telephone conversation and Mr. Fitzgerald's June 15 email, advising the Assured Reinsurers that it was the Rehabilitator's position that their contractual rights would not be affected under the Injunction, the Assured Reinsurers ultimately decided not to object to the Injunction.

11. During the succeeding months, no facts came to my attention that caused me to question Mr. Fitzgerald's representations as to the Rehabilitator's position.

12. On October 8, 2010, the Plan of Rehabilitation (the "Plan") was filed in connection with the rehabilitation proceedings of the Segregated Account. We wanted to confirm that the Plan would not be interpreted as to limit the Assured Reinsurers' contractual rights under the Reinsurance Agreements, even though the Reinsurance Agreements had not been allocated to the Segregated Account. Debevoise considered filing, on behalf of the Assured Reinsurers, objections to the Plan.

13. On November 5, 2010, Mr. Wiles and I had a conference call with Mr. Fitzgerald of Foley and Stephen Ksenak of Ambac in which we discussed whether the confirmation of the Plan would affect the Assured Reinsurers' contractual rights under the Reinsurance Agreements.

14. Shortly after the November 5 call, I sent an email to Mr. Fitzgerald, in which I sought to summarize what he had said about the Rehabilitator's position during

the call. My November 5, 2010 email stated, in part:

[W]e just wanted to confirm your view that the plan of rehabilitation will not alter the contractual provisions of the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty as reinsurer or enjoin any actions that Assured Guaranty or its affiliates may take under such reinsurance agreements (including exercising contractual netting and set-off provisions, or demanding arbitration in accordance with the terms of such reinsurance agreements).

A copy of my November 5, 2010 email is attached as Exhibit C.

15. Mr. Fitzgerald responded on the following day, November 6, 2010, in an email stating, "Generally we agree with your summary . . ." and that "general disagreements will remain subject to arbitration (consistent with the contract)." A copy of Mr. Fitzgerald's November 6, 2011 email is attached as Exhibit D.

16. In his November 6, 2010 email, Mr. Fitzgerald added what he termed a "caveat," relating to potential disputes about "underlying policy liabilities" for insurance policies that had been allocated to the Segregated Account. If the Assured Reinsurers wanted to contest claims against the underlying policies, he noted, the Plan required them to do so in the rehabilitation court: "[t]he additional rights your client has under the insolvency clause (right to notice and to interpose a defense) necessarily must be exercised in the rehabilitation court, as this is where the underlying policy liability is located." Later in the email, Mr. Fitzgerald repeated that caveat: "disputes over *claim liabilities* (if the claims are in the Segregated Account) will need to be handled in the [rehabilitation] Court."

17. Mr. Fitzgerald's "caveat" was entirely consistent with my understanding

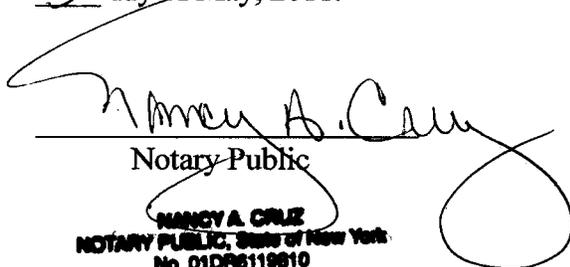
and with our November 5 conversation: if the Assured Reinsurers wanted to contest claims against the Segregated Account that were brought by holders of policies that had been allocated to the Segregated Account, they would have to do that as part of the rehabilitation proceeding.

18. Having been reassured about the preservation of their contract rights as a result of Mr. Fitzgerald's email in June 2010 stating that the Injunction "does not apply to enjoin any actions that Assured Guaranty or its affiliates may take under the insurance agreements (including . . . demanding arbitration in accordance with the terms of the agreement)" and by his November 2010 email confirming that following the filing of the Plan "general disagreements would remain subject to arbitration," the Assured Reinsurers decided not to file any objections to the Injunction or to the Plan.



ALEXANDER R. COCHRAN

Sworn to before me this
3 day of May, 2011.



Notary Public

NANCY A. CRUZ
NOTARY PUBLIC, State of New York
No. 01DR6119610
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Dec. 12, 2012

Exhibit A

From: Cochran, Alexander R.
Sent: Friday, June 11, 2010 5:51 PM
To: 'Fitzgerald, Kevin G.'
Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,
Andrew A.'
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

As promised, below please find an agenda with the topics we would like to discuss with you on Monday.

1) The going forward treatment of contractual netting and offset provisions in reinsurance agreements between Ambac, as ceding company, and affiliates of Assured, as reinsurer.

2) Arbitration of a current dispute with respect to the calculation of ceding commissions pursuant to some of the Ambac/Assured reinsurance arrangements.

3) Current status of business originated by Ambac Assurance UK Limited, ceded to Ambac Assurance Corporation and retroceded to affiliates of Assured.

4) The interpretation of the 90-day objection limit in the temporary injunction issued by the rehabilitation court.

We look forward to discussing these items with you on Monday.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:42 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex

3:00 eastern/2:00 central will work. Please send the Agenda
when

available.

Kevin G. Fitzgerald

Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue

Milwaukee, WI 53202

(414) 297-5841

(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 4:38 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

I think there is a chance we may run over 30 minutes, I was thinking we should schedule an hour to be safe. We have a conflict from 2:00 to 3:00 eastern on Monday, but would it work if we planned to speak from 3:00 to 4:00 eastern? If that doesn't work, we can do anytime other than 2:00 to 3:00 eastern.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the

e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:20 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex

I have a meeting from 11:45 to 1:30 central. If we only need 30 minutes, we could do 1:30 central/2:30 eastern. Let me know.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 3:05 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Apologies, but would it be possible to move our call from Friday to

Monday? A call between 12:30 and 1:30 NY time would be best for us, but

we are free anytime other than between 2:00 and 3:00 NY time.

Let me know if that would be ok from your end.

Thanks.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Thursday, June 10, 2010 10:00 AM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,

Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Thanks Kevin, that timing works from our end and we will
circulate an

agenda in advance of the call. We can use the following dial-in

information:

Dial-in: (888) 684-9991

Passcode: 212 909 6311

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 8:31 AM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Dick

Why don't we do 10 eastern/9 central. Please send around a brief description of the issue(s) you would like to discuss. Thanks.

Kevin G. Fitzgerald
Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

From: Cochran, Alexander R.
[mailto:arcochra@debevoise.com]
Sent: Wednesday, June 09, 2010 2:19 PM
To: Fitzgerald, Kevin G.
Cc: Dunham, Wolcott B.; Wiles, Michael E.
Subject: Ambac Segregated Account Rehabilitation

Kevin,

Dick Dunham, Mike Wiles and I are representing Assured Guaranty in connection with a few reinsurance treaties previously entered into with Ambac whereby Ambac ceded business to affiliates of Assured Guaranty. I understand that you are one of the attorneys at Foley serving as counsel to the rehabilitator of Ambac's segregated account and we were hoping to schedule a lawyers call with you this Friday to talk through a couple of issues related to those reinsurance agreements.

We are free between 10:00 am and 12:30 pm New York time on

Friday. Let us know if that timing would work from your end.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in

the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and

it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by

the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding

message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any

transaction or matter discussed herein.

Exhibit B

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Tuesday, June 15, 2010 3:28 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex,

In response to your email below, please note that the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty, as reinsurer, have not been allocated to the Segregated Account and therefore are not subject to the rehabilitation proceeding. Accordingly, the temporary injunction granted by the rehabilitation court does not apply to enjoin any actions that Assured Guaranty or its affiliates may take under the reinsurance agreements (including exercising contractual netting and set-off provisions, or demanding arbitration in accordance with the terms of the agreement).

The rehabilitator is unable to comment on discussions between Ambac Assurance Corporation and its subsidiary, Ambac Assurance UK Limited, concerning business originated by Ambac Assurance UK Limited except to confirm that such discussions are in progress.

Likewise, due to the pending litigation before the rehabilitation court, the rehabilitator is unable to comment on the temporary injunction granted by the rehabilitation court on March 24, 2010.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Monday, June 14, 2010 4:56 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Thank you for taking the time to speak with us this afternoon.

As

discussed, I understand that you were going to follow up with your

litigation colleagues and/or client on two points raised on our call

this afternoon: (i) the intended meaning of the 90-day objection limit

contained in the temporary injunction issued on March 24; and (ii) what

the rehabilitator would be willing to do in terms of memorializing the

couple of items we discussed relating to the reinsurance agreements

between Ambac Assurance Corporation, as ceding company and affiliates of

Assured as reinsurer.

If you could get back to us on those two points as soon as possible it

would be much appreciated. We are also happy to discuss these or other

items further if you think that would be helpful.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Friday, June 11, 2010 5:51 PM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,

Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

As promised, below please find an agenda with the topics we
would like

to discuss with you on Monday.

1) The going forward treatment of contractual netting and offset
provisions in reinsurance agreements between Ambac, as ceding
company,
and affiliates of Assured, as reinsurer.

2) Arbitration of a current dispute with respect to the calculation of ceding commissions pursuant to some of the Ambac/Assured reinsurance arrangements.

3) Current status of business originated by Ambac Assurance UK Limited, ceded to Ambac Assurance Corporation and retroceded to affiliates of Assured.

4) The interpretation of the 90-day objection limit in the temporary injunction issued by the rehabilitation court.

We look forward to discussing these items with you on Monday.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.
Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:42 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex

3:00 eastern/2:00 central will work. Please send the Agenda
when
available.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 4:38 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

I think there is a chance we may run over 30 minutes, I was
thinking we
should schedule an hour to be safe. We have a conflict from
2:00 to
3:00 eastern on Monday, but would it work if we planned to speak
from

3:00 to 4:00 eastern? If that doesn't work, we can do anytime other than 2:00 to 3:00 eastern.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]
Sent: Thursday, June 10, 2010 5:20 PM
To: Cochran, Alexander R.
Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.; Oberdeck, Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

I have a meeting from 11:45 to 1:30 central. If we only need 30 minutes, we could do 1:30 central/2:30 eastern. Let me know.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 3:05 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Apologies, but would it be possible to move our call from Friday
to
Monday? A call between 12:30 and 1:30 NY time would be best for
us, but
we are free anytime other than between 2:00 and 3:00 NY time.

Let me know if that would be ok from your end.

Thanks.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,

confidential

and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Thursday, June 10, 2010 10:00 AM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.'; 'Oberdeck,

Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Thanks Kevin, that timing works from our end and we will circulate an agenda in advance of the call. We can use the following dial-in information:

Dial-in: (888) 684-9991

Passcode: 212 909 6311

- Alex

Alex Cochran

Debevoise & Plimpton LLP

919 Third Avenue

New York, NY 10022

Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which it is

addressed and may contain information that is privileged, confidential

and exempt from disclosure. If you are not the intended

recipient,

please do not disseminate, distribute or copy this communication, by

e-mail or otherwise. Instead, please notify us immediately by return

e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 8:31 AM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.; Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Dick

Why don't we do 10 eastern/9 central. Please send around a brief description of the issue(s) you would like to discuss. Thanks.

Kevin G. Fitzgerald

Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue

Milwaukee, WI 53202

(414) 297-5841

(414) 297-4900 (Fax)

From: Cochran, Alexander R.
[mailto:arcochra@debevoise.com]
Sent: Wednesday, June 09, 2010 2:19 PM
To: Fitzgerald, Kevin G.
Cc: Dunham, Wolcott B.; Wiles, Michael E.
Subject: Ambac Segregated Account Rehabilitation

Kevin,

Dick Dunham, Mike Wiles and I are representing Assured Guaranty in connection with a few reinsurance treaties previously entered into with Ambac whereby Ambac ceded business to affiliates of Assured Guaranty. I understand that you are one of the attorneys at Foley serving as counsel to the rehabilitator of Ambac's segregated account and we were hoping to schedule a lawyers call with you this Friday to talk through a couple of issues related to those reinsurance agreements.

We are free between 10:00 am and 12:30 pm New York time on Friday. Let us know if that timing would work from your end.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise.

Instead,

please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the

message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of

written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not

be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

Exhibit C

From: Cochran, Alexander R.
Sent: Friday, November 05, 2010 12:44 PM
To: 'Fitzgerald, Kevin G.'
Cc: Wiles, Michael E.; 'SKsenak@ambac.com'
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Thanks again for getting on the phone on short notice. Without attempting to summarize everything we discussed on the call, we just wanted to confirm your view that the plan of rehabilitation will not alter the contractual provisions of the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty as reinsurer or enjoin any actions that Assured Guaranty or its affiliates may take under such reinsurance agreements (including exercising contractual netting and set-off provisions, or demanding arbitration in accordance with the terms of such reinsurance agreements).

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Friday, November 05, 2010 8:30 AM
To: Cochran, Alexander R.
Cc: Wiles, Michael E.; SKsenak@ambac.com
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

How about 12:00 eastern / 11:00 central. Steve and I would be available then.

Kevin G. Fitzgerald
Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]
Sent: Thursday, November 04, 2010 10:46 PM
To: Fitzgerald, Kevin G.
Cc: Wiles, Michael E.; SKsenak@ambac.com
Subject: Re: Ambac Segregated Account Rehabilitation

Kevin,

We should be free anytime after noon NY time for a call tomorrow. Let us know what timing works from your end.

- Alex

----- Original Message -----

From: Cochran, Alexander R.
To: 'Fitzgerald, Kevin G.' <Kfitzgerald@foley.com>

Cc: Wiles, Michael E.; 'Ksenak, Stephen' <SKsenak@ambac.com>
Sent: Thu Nov 04 22:14:59 2010
Subject: RE: Ambac Segregated Account Rehabilitation

Ok, I'll be in touch with times that work from our end in the morning.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]
Sent: Thursday, November 04, 2010 9:43 PM
To: Cochran, Alexander R.
Cc: Wiles, Michael E.; Ksenak, Stephen
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

It might make sense for us to have a brief call to discuss this.
I've included Steve Ksenak from Ambac to be included on the call.
Can you send some times that work for you. Thanks.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]
Sent: Thursday, November 04, 2010 6:52 PM
To: Fitzgerald, Kevin G.
Cc: Wiles, Michael E.
Subject: FW: Ambac Segregated Account Rehabilitation

Kevin,

As discussed, the email you sent us back in June is below. If you could

just confirm that the Plan of Rehabilitation that was filed in connection with the rehabilitation proceedings of the segregated account

of Ambac Assurance Corporation does not conflict with the statements in

the first paragraph of that email and that the Plan of Rehabilitation

itself does not apply to reinsurance agreements between Ambac Assurance

Corporation as the ceding company and affiliates of Assured Guaranty as

reinsurer, that would be much appreciated.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which it is

addressed and may contain information that is privileged, confidential

and exempt from disclosure. If you are not the intended recipient,

please do not disseminate, distribute or copy this communication, by

e-mail or otherwise. Instead, please notify us immediately by return

e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Tuesday, June 15, 2010 3:28 PM

To: Cochran, Alexander R.
Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Alex,

In response to your email below, please note that the
reinsurance
agreements between Ambac Assurance Corporation, as ceding
company and
affiliates of Assured Guaranty, as reinsurer, have not been
allocated to
the Segregated Account and therefore are not subject to the
rehabilitation proceeding. Accordingly, the temporary
injunction
granted by the rehabilitation court does not apply to enjoin any
actions
that Assured Guaranty or its affiliates may take under the
reinsurance
agreements (including exercising contractual netting and set-off
provisions, or demanding arbitration in accordance with the
terms of the
agreement).

The rehabilitator is unable to comment on discussions between
Ambac
Assurance Corporation and its subsidiary, Ambac Assurance UK
Limited,
concerning business originated by Ambac Assurance UK Limited
except to
confirm that such discussions are in progress.

Likewise, due to the pending litigation before the
rehabilitation court,
the rehabilitator is unable to comment on the temporary
injunction
granted by the rehabilitation court on March 24, 2010.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue

Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Monday, June 14, 2010 4:56 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Thank you for taking the time to speak with us this afternoon.

As

discussed, I understand that you were going to follow up with

your

litigation colleagues and/or client on two points raised on our

call

this afternoon: (i) the intended meaning of the 90-day objection

limit

contained in the temporary injunction issued on March 24; and

(ii) what

the rehabilitator would be willing to do in terms of

memorializing the

couple of items we discussed relating to the reinsurance

agreements

between Ambac Assurance Corporation, as ceding company and

affiliates of

Assured as reinsurer.

If you could get back to us on those two points as soon as possible it

would be much appreciated. We are also happy to discuss these or other

items further if you think that would be helpful.

Best regards,

- Alex

Alex Cochran

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Friday, June 11, 2010 5:51 PM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,
Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

As promised, below please find an agenda with the topics we
would like
to discuss with you on Monday.

1) The going forward treatment of contractual netting and offset
provisions in reinsurance agreements between Ambac, as ceding
company,
and affiliates of Assured, as reinsurer.

2) Arbitration of a current dispute with respect to the
calculation of

ceding commissions pursuant to some of the Ambac/Assured reinsurance arrangements.

3) Current status of business originated by Ambac Assurance UK Limited, ceded to Ambac Assurance Corporation and retroceded to affiliates of Assured.

4) The interpretation of the 90-day objection limit in the temporary injunction issued by the rehabilitation court.

We look forward to discussing these items with you on Monday.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:42 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

3:00 eastern/2:00 central will work. Please send the Agenda
when
available.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 4:38 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

I think there is a chance we may run over 30 minutes, I was
thinking we
should schedule an hour to be safe. We have a conflict from
2:00 to
3:00 eastern on Monday, but would it work if we planned to speak
from
3:00 to 4:00 eastern? If that doesn't work, we can do anytime
other

than 2:00 to 3:00 eastern.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:20 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex

I have a meeting from 11:45 to 1:30 central. If we only need 30
minutes, we could do 1:30 central/2:30 eastern. Let me know.

Kevin G. Fitzgerald

Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 3:05 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Apologies, but would it be possible to move our call from Friday to Monday? A call between 12:30 and 1:30 NY time would be best for us, but we are free anytime other than between 2:00 and 3:00 NY time.

Let me know if that would be ok from your end.

Thanks.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended

recipient,

please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Thursday, June 10, 2010 10:00 AM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.'; 'Oberdeck, Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Thanks Kevin, that timing works from our end and we will circulate an agenda in advance of the call. We can use the following dial-in information:

Dial-in: (888) 684-9991
Passcode: 212 909 6311

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this

communication, by

e-mail or otherwise. Instead, please notify us immediately by return

e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 8:31 AM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Dick

Why don't we do 10 eastern/9 central. Please send around a brief description of the issue(s) you would like to discuss. Thanks.

Kevin G. Fitzgerald

Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue

Milwaukee, WI 53202

(414) 297-5841

(414) 297-4900 (Fax)

From: Cochran, Alexander R.
[mailto:arcochra@debevoise.com]

Sent: Wednesday, June 09, 2010 2:19 PM
To: Fitzgerald, Kevin G.
Cc: Dunham, Wolcott B.; Wiles, Michael E.
Subject: Ambac Segregated Account Rehabilitation

Kevin,

Dick Dunham, Mike Wiles and I are representing Assured Guaranty in connection with a few reinsurance treaties previously entered into with Ambac whereby Ambac ceded business to affiliates of Assured Guaranty. I understand that you are one of the attorneys at Foley serving as counsel to the rehabilitator of Ambac's segregated account and we were hoping to schedule a lawyers call with you this Friday to talk through a couple of issues related to those reinsurance agreements.

We are free between 10:00 am and 12:30 pm New York time on Friday. Let us know if that timing would work from your end.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the

original

message in your reply) and by telephone (you may call us collect in New

York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

The preceding email message may be confidential or protected by the

attorney-client privilege. It is not intended for transmission to, or

receipt by, any unauthorized persons. If you have received this message

in error, please (i) do not read it, (ii) reply to the sender that you

received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the

benefit of the Foley & Lardner LLP client(s) represented by the Firm in

the particular matter that is the subject of this message, and may not

be relied upon by any other party.

Internal Revenue Service regulations require that certain types of

written advice include a disclaimer. To the extent the preceding message

contains advice relating to a Federal tax issue, unless expressly stated

otherwise the advice is not intended or written to be used, and it

cannot be used by the recipient or any other taxpayer, for the purpose

of avoiding Federal tax penalties, and was not written to support the

promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for

the
benefit of the Foley & Lardner LLP client(s) represented by the
Firm in
the particular matter that is the subject of this message, and
may not
be relied upon by any other party.

Internal Revenue Service regulations require that certain types
of
written advice include a disclaimer. To the extent the preceding
message
contains advice relating to a Federal tax issue, unless
expressly stated
otherwise the advice is not intended or written to be used, and
it
cannot be used by the recipient or any other taxpayer, for the
purpose
of avoiding Federal tax penalties, and was not written to
support the
promotion or marketing of any transaction or matter discussed
herein.

The preceding email message may be confidential or protected by
the
attorney-client privilege. It is not intended for transmission
to, or
receipt by, any unauthorized persons. If you have received this
message
in error, please (i) do not read it, (ii) reply to the sender
that you
received the message in error, and (iii) erase or destroy the
message.

Legal advice contained in the preceding message is solely for
the
benefit of the Foley & Lardner LLP client(s) represented by the
Firm in
the particular matter that is the subject of this message, and
may not
be relied upon by any other party.

Internal Revenue Service regulations require that certain types
of
written advice include a disclaimer. To the extent the preceding
message

contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

Exhibit D

From: Fitzgerald, Kevin G. [KFitzgerald@foley.com]
Sent: Saturday, November 06, 2010 9:13 AM
To: Cochran, Alexander R.
Cc: Ksenak, Stephen
Subject: RE: Ambac Segregated Account Rehabilitation

Alex:

Sorry for the delay in responding, its quite hectic these days. Generally we agree with your summary, but there is one caveat. The additional rights your client has under the insolvency clause (right to notice and interpose a defense) necessarily must be exercised in the rehabilitation court, as that is where the underlying policy liability is located. Again, setoff is not affected, and general disagreements will remain subject to arbitration (consistent with the contract), but disputes relative to claim liabilities (if the claims are in the Segregated Account) will need to be handled in the Rehab Court. Let me know if you have any questions.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]
Sent: Friday, November 05, 2010 5:50 PM
To: Fitzgerald, Kevin G.
Subject: FW: Ambac Segregated Account Rehabilitation

Kevin,

Sorry to bug you - just wanted to make sure you were ok with what I had below. If not or if you would like to discuss further please let me know.

- Alex

Alex Cochran

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

* * * * * This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

-----Original Message-----

From: Cochran, Alexander R.
Sent: Friday, November 05, 2010 12:44 PM
To: 'Fitzgerald, Kevin G.'
Cc: Wiles, Michael E.; 'SKsenak@ambac.com'
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Thanks again for getting on the phone on short notice. Without attempting to summarize everything we discussed on the call, we just wanted to confirm your view that the plan of rehabilitation will not alter the contractual provisions of the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty as reinsurer or enjoin any actions that Assured Guaranty or its affiliates may take under such reinsurance agreements (including exercising contractual netting and set-off provisions, or demanding arbitration in accordance with the terms of such reinsurance agreements).

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022

Tel: (212) 909-6311

***** This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]
Sent: Friday, November 05, 2010 8:30 AM
To: Cochran, Alexander R.
Cc: Wiles, Michael E.; SKsenak@ambac.com
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

How about 12:00 eastern / 11:00 central. Steve and I would be available then.

Kevin G. Fitzgerald
Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, November 04, 2010 10:46 PM
To: Fitzgerald, Kevin G.
Cc: Wiles, Michael E.; SKsenak@ambac.com
Subject: Re: Ambac Segregated Account Rehabilitation

Kevin,

We should be free anytime after noon NY time for a call tomorrow. Let us know what timing works from your end.

- Alex

----- Original Message -----

From: Cochran, Alexander R.
To: 'Fitzgerald, Kevin G.' <KFitzgerald@foley.com>
Cc: Wiles, Michael E.; 'Ksenak, Stephen' <SKsenak@ambac.com>
Sent: Thu Nov 04 22:14:59 2010
Subject: RE: Ambac Segregated Account Rehabilitation

Ok, I'll be in touch with times that work from our end in the morning.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]
Sent: Thursday, November 04, 2010 9:43 PM
To: Cochran, Alexander R.
Cc: Wiles, Michael E.; Ksenak, Stephen
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

It might make sense for us to have a brief call to discuss this.
I've included Steve Ksenak from Ambac to be included on the call.
Can you send some times that work for you. Thanks.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]
Sent: Thursday, November 04, 2010 6:52 PM
To: Fitzgerald, Kevin G.
Cc: Wiles, Michael E.
Subject: FW: Ambac Segregated Account Rehabilitation

Kevin,

As discussed, the email you sent us back in June is below. If you could just confirm that the Plan of Rehabilitation that was filed in connection with the rehabilitation proceedings of the segregated account of Ambac Assurance Corporation does not conflict with the statements in the first paragraph of that email and that the Plan of Rehabilitation itself does not apply to reinsurance agreements between Ambac Assurance Corporation as the ceding company and affiliates of Assured Guaranty as reinsurer, that would be much appreciated.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged,

confidential

and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Tuesday, June 15, 2010 3:28 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.; Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex,

In response to your email below, please note that the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured Guaranty, as reinsurer, have not been allocated to the Segregated Account and therefore are not subject to the rehabilitation proceeding. Accordingly, the temporary injunction granted by the rehabilitation court does not enjoin any actions that Assured Guaranty or its affiliates may take under the reinsurance agreements (including exercising contractual netting and set-off provisions, or demanding arbitration in accordance with the terms of the agreement).

The rehabilitator is unable to comment on discussions between Ambac

Assurance Corporation and its subsidiary, Ambac Assurance UK Limited,
concerning business originated by Ambac Assurance UK Limited
except to
confirm that such discussions are in progress.

Likewise, due to the pending litigation before the
rehabilitation court,
the rehabilitator is unable to comment on the temporary
injunction
granted by the rehabilitation court on March 24, 2010.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]
Sent: Monday, June 14, 2010 4:56 PM
To: Fitzgerald, Kevin G.
Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Thank you for taking the time to speak with us this afternoon.
As
discussed, I understand that you were going to follow up with
your
litigation colleagues and/or client on two points raised on our
call
this afternoon: (i) the intended meaning of the 90-day objection
limit
contained in the temporary injunction issued on March 24; and
(ii) what
the rehabilitator would be willing to do in terms of
memorializing the

couple of items we discussed relating to the reinsurance agreements between Ambac Assurance Corporation, as ceding company and affiliates of Assured as reinsurer.

If you could get back to us on those two points as soon as possible it would be much appreciated. We are also happy to discuss these or other items further if you think that would be helpful.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----
From: Cochran, Alexander R.
Sent: Friday, June 11, 2010 5:51 PM
To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,
Andrew A.'
Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

As promised, below please find an agenda with the topics we would like to discuss with you on Monday.

1) The going forward treatment of contractual netting and offset provisions in reinsurance agreements between Ambac, as ceding company, and affiliates of Assured, as reinsurer.

2) Arbitration of a current dispute with respect to the calculation of ceding commissions pursuant to some of the Ambac/Assured reinsurance arrangements.

3) Current status of business originated by Ambac Assurance UK Limited, ceded to Ambac Assurance Corporation and retroceded to affiliates of Assured.

4) The interpretation of the 90-day objection limit in the temporary injunction issued by the rehabilitation court.

We look forward to discussing these items with you on Monday.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail message is

intended only for the use of the individual or entity to which
it is
addressed and may contain information that is privileged,
confidential
and exempt from disclosure. If you are not the intended
recipient,
please do not disseminate, distribute or copy this
communication, by
e-mail or otherwise. Instead, please notify us immediately by
return
e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.
Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]
Sent: Thursday, June 10, 2010 5:42 PM
To: Cochran, Alexander R.
Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,
Andrew A.
Subject: RE: Ambac Segregated Account Rehabilitation

Alex

3:00 eastern/2:00 central will work. Please send the Agenda
when
available.

Kevin G. Fitzgerald
Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 4:38 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

I think there is a chance we may run over 30 minutes, I was thinking we should schedule an hour to be safe. We have a conflict from 2:00 to 3:00 eastern on Monday, but would it work if we planned to speak from 3:00 to 4:00 eastern? If that doesn't work, we can do anytime other than 2:00 to 3:00 eastern.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail.

Thank you.

-----Original Message-----

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 5:20 PM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Alex

I have a meeting from 11:45 to 1:30 central. If we only need 30 minutes, we could do 1:30 central/2:30 eastern. Let me know.

Kevin G. Fitzgerald

Kfitzgerald@foley.com

Foley & Lardner, LLP

777 East Wisconsin Avenue

Milwaukee, WI 53202

(414) 297-5841

(414) 297-4900 (Fax)

-----Original Message-----

From: Cochran, Alexander R. [mailto:arcochra@debevoise.com]

Sent: Thursday, June 10, 2010 3:05 PM

To: Fitzgerald, Kevin G.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;

Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Kevin,

Apologies, but would it be possible to move our call from Friday to

Monday? A call between 12:30 and 1:30 NY time would be best for us, but

we are free anytime other than between 2:00 and 3:00 NY time.

Let me know if that would be ok from your end.

Thanks.

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

-----Original Message-----

From: Cochran, Alexander R.

Sent: Thursday, June 10, 2010 10:00 AM

To: 'Fitzgerald, Kevin G.'

Cc: Dunham, Wolcott B.; Wiles, Michael E.; 'Kaas, Brian S.';
'Oberdeck,

Andrew A.'

Subject: RE: Ambac Segregated Account Rehabilitation

Thanks Kevin, that timing works from our end and we will
circulate an
agenda in advance of the call. We can use the following dial-in
information:

Dial-in: (888) 684-9991

Passcode: 212 909 6311

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

***** This e-mail

message is

intended only for the use of the individual or entity to which
it is

addressed and may contain information that is privileged,
confidential

and exempt from disclosure. If you are not the intended
recipient,

please do not disseminate, distribute or copy this
communication, by

e-mail or otherwise. Instead, please notify us immediately by
return

e-mail (including the original message in your
reply) and by telephone (you may call us collect in New York at
1-212-909-6000) and then delete and discard all copies of the
e-mail.

Thank you.

From: Fitzgerald, Kevin G. [mailto:KFitzgerald@foley.com]

Sent: Thursday, June 10, 2010 8:31 AM

To: Cochran, Alexander R.

Cc: Dunham, Wolcott B.; Wiles, Michael E.; Kaas, Brian S.;
Oberdeck,

Andrew A.

Subject: RE: Ambac Segregated Account Rehabilitation

Dick

Why don't we do 10 eastern/9 central. Please send around a
brief

description of the issue(s) you would like to discuss. Thanks.

Kevin G. Fitzgerald
Kfitzgerald@foley.com <mailto:Kfitzgerald@foley.com>

Foley & Lardner, LLP

777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5841
(414) 297-4900 (Fax)

From: Cochran, Alexander R.
[mailto:arcochra@debevoise.com]
Sent: Wednesday, June 09, 2010 2:19 PM
To: Fitzgerald, Kevin G.
Cc: Dunham, Wolcott B.; Wiles, Michael E.
Subject: Ambac Segregated Account Rehabilitation

Kevin,

Dick Dunham, Mike Wiles and I are representing Assured Guaranty in connection with a few reinsurance treaties previously entered into with Ambac whereby Ambac ceded business to affiliates of Assured Guaranty. I understand that you are one of the attorneys at Foley serving as counsel to the rehabilitator of Ambac's segregated account and we were hoping to schedule a lawyers call with you this Friday to talk through a couple of issues related to those reinsurance agreements.

We are free between 10:00 am and 12:30 pm New York time on Friday. Let us know if that timing would work from your end.

Best regards,

- Alex

Alex Cochran
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Tel: (212) 909-6311

This e-mail message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

If you are not the intended recipient, please do not disseminate, distribute or copy this communication, by e-mail or otherwise. Instead, please notify us immediately by return e-mail (including the original message in your reply) and by telephone (you may call us collect in New York at 1-212-909-6000) and then delete and discard all copies of the e-mail. Thank you.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose

of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or

receipt by, any unauthorized persons. If you have received this message

in error, please (i) do not read it, (ii) reply to the sender that you

received the message in error, and (iii) erase or destroy the message.

Legal advice contained in the preceding message is solely for the

benefit of the Foley & Lardner LLP client(s) represented by the Firm in

the particular matter that is the subject of this message, and may not

be relied upon by any other party.

Internal Revenue Service regulations require that certain types of

written advice include a disclaimer. To the extent the preceding message

contains advice relating to a Federal tax issue, unless expressly stated

otherwise the advice is not intended or written to be used, and it

cannot be used by the recipient or any other taxpayer, for the purpose

of avoiding Federal tax penalties, and was not written to support the

promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for

the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein.