

FILED  
01-16-2018  
CIRCUIT COURT  
DANE COUNTY, WI  
2010CV001576

# EXHIBIT C

1.[x] MHPI Projects. Privatized military housing projects which include: Monterey Bay Military Housing, LLC, Monterey Bay Land, LLC, Carlisle/Picatinny Family Housing LP, Fort Bliss/White Sands Missile Range Housing LP, Meade Communities LLC, Riley Communities, LLC, Fort Lee Commonwealth Communities, Fort Leavenworth Frontier Heritage Communities, II, LLC; Bragg Communities LLC; Fort Detrick/Walter Reed Army Medical Center Housing LLC; Polk Communities LLC; Rucker Communities LLC; and Stewart Hunter Housing LLC.

**6.13 No Defaults.** As of the Effective Date, any default, event of default, or other event or circumstance relating to AAC, the Segregated Account, or any subsidiary thereof, then existing or alleged to exist (or that would exist with the passing of time or the giving of notice or both), under any agreement will be deemed to be cured and not to have occurred or existed, now, in the past or in the future, to the extent such default, event of default, or other event or circumstance is, or is alleged to be, due or relating to, or arising under or as a result of, the terms, existence, execution, delivery, performance in accordance with the terms thereof or the creation or consummation (in each case as applicable) of: (i) this Plan or any variation thereof; (ii) the First Amended Plan; (iii) the Original Plan; (iv) the Segregated Account; (v) the Merger; (vi) the Exchange Offers; (vii) the Definitive Documents; (viii) the Proceeding and all orders of the Court entered therein; (ix) the grounds for the Proceeding; (x) the failure of AAC or the Segregated Account to pay any amount prior to the Effective Date under any Policy or Transaction Document; (xi) the financial condition of AAC prior to the Effective Date resulting from the Proceeding or the grounds for the Proceeding; or (xii) noncompliance by AAC or the Segregated Account with any provision of any Policy or Transaction Document prior to the Effective Date; or (xiii) the Proceeding Circumstances. in the past or in the future, to the extent such default, event of default, or other event or circumstance is, or is alleged to be, due or relating to, or arising under or as a result of, the terms, existence, execution, delivery, performance in accordance with the terms thereof or the creation or consummation (in each case as applicable) of: (i) this Plan or any variation thereof; (ii) the First Amended Plan; (iii) the Original Plan; (iv) the Segregated Account; (v) the Merger; (vi) the Exchange Offers; (vii) the Definitive Documents; (viii) the Proceeding and all orders of the Court entered therein; (ix) the grounds for the Proceeding; (x) the failure of AAC or the Segregated Account to pay any amount prior to the Effective Date under any Policy or Transaction Document; (xi) the financial condition of AAC prior to the Effective Date resulting from the Proceeding or the grounds for the Proceeding; or (xii) noncompliance by AAC or the Segregated Account with any provision of any Policy or Transaction Document prior to the Effective Date; or (xiii) the Proceeding Circumstances. The foregoing provision shall not apply to any AAC agreements or policies pertaining to any of the MHPI Projects and shall not be construed to preclude any MHPI Project's actual or potential claim or defense asserting the occurrence of an "Ambac Default" or "Credit Enhancer Default," as defined in such agreements or policies.