

849969

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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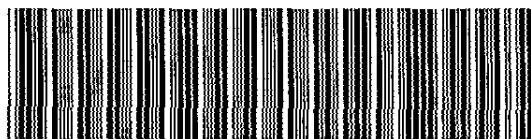
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

10/9/03
NIC Amend
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TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Western Continental Insurance Company of New York
(Name of corporation)

DOCUMENT NUMBER: 849969

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Diane Nergaard
(Name of person)

CIFG North America
(Name of firm/company)

825 Third Ave, 6th Fl.
(Address)

NY, NY 10022
(City/state and zip code)

For further information concerning this matter, please call:

Diane Nergaard at (212) 909-3929
(Name of person) (Area code & daytime telephone number)

Enclosed is a check for the following amount:

- ☐ \$35.00 Filing Fee ☐ \$43.75 Filing Fee & Certificate of Status ☐ \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) ☒ \$52.50 Filing Fee, Certificate of Status ~~Certified Copy~~ (2)
(Additional copy is enclosed)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399



October 7, 2003

Ms. Susan Payne
Florida Secretary of State
Division of Corporations, Amendment Section
409 E. Gaines Street
Tallahassee, FL 32399

Re: Certificate of Status for:
CDC IXIS Financial Guaranty North America, Inc.

Dear Ms. Payne,

Please find enclosed copies of the certified approvals of the New York Insurance Department ("NYID") with regard to the redomestication by merger of CDC IXIS Financial Guaranty North America, Inc. with and into WCIC-NY and the simultaneous name change of WCIC-NY to "CDC IXIS Financial Guaranty North America, Inc."

Also enclosed are (a) a copy of the approval cover letter from the NYID and (b) a check for \$52.50, which represents the filing fee for the application of a foreign company to amend its Florida certificate of authority as well as two (2) certificates of status evidencing the name CDC IXIS Financial Guaranty North America, Inc. as the re-named, successor-in-interest to WCIC-NY.

Thank you for your attention to this matter. If you have any questions regarding this request, please feel free to contact the undersigned at 212-909-3929.

Yours truly,

Diane Nergaard



STATE OF NEW YORK
INSURANCE DEPARTMENT
ONE COMMERCE PLAZA
ALBANY, NEW YORK 12257

George E. Pataki
Governor

Gregory V. Serio
Superintendent

September 15, 2003

Ms. Diane Nergaard
CDC IXIS Financial Guaranty Services, Inc.
825 Third Avenue, 6th Floor
New York, NY 10022

Re: Western Continental Insurance Company of New York
Charter and License Amendment and
Merger of CDC IXIS Financial Guaranty North America, Inc.
With and Into Western Continental Insurance Company of New York

Dear Ms. Nergaard:

The Certificate of Amendment of the Restated Charter of Western Continental Insurance Company of New York for the purpose of adding residual value insurance and financial guaranty insurance to the company's corporate powers has been approved and placed on file with this office effective August 31, 2003.

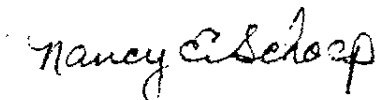
Also, the Agreement and Plan of Merger of CDC IXIS Financial Guaranty North America, Inc. with and into Western Continental Insurance Company of New York, including the Charter of CDC IXIS Financial Guaranty North America, Inc. reflecting Western Continental Insurance Company of New York's change of name to CDC IXIS Financial Guaranty North America, Inc., has been approved by this Department as of August 31, 2003 to be effective as of the date on which the certified copy of the Agreement and Plan of Merger is filed in the office of the New York County Clerk.

Enclosed is a certified copy of the Certificate of Amendment of the Restated Charter, as well as a certified copy of the Agreement and Plan of Merger, to be placed on file in the office of the New York County Clerk. Original proof of each filing must be returned to this office.

Enclosed also is the amended license for the surviving corporation, effective August 31, 2003, reflecting its name change to CDC IXIS Financial Guaranty North America, Inc. and the addition of residual value insurance and financial guaranty insurance, as described in paragraphs 22 and 25 of the New York Insurance Law, to the lines of insurance the company is authorized to write in the State of New York.

We acknowledge receipt of a company check in the amount of \$10.00 in payment of the charter amendment filing fee and a postal money order in the amount of \$30 in payment of the merger charter filing fee.

Very truly yours,



Nancy E. Schoep
Associate Attorney
Office of General Counsel

Enclosures

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

849969

(Document number of corporation (if known))

1. Western Continental Insurance Company of New York
(Name of corporation as it appears on the records of the Department of State)

2. New York
(Incorporated under laws of)

3. August 10, 1981
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? August 31, 2003

5. CDC IXIS Financial Guaranty North America, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

Michael Freed
(Signature of the chairman or vice chairman of the board, president, or any officer, or if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary)

MICHAEL A. FREED
(Typed or printed name)

October 7, 2003
(Date)

CORPORATE SECRETARY
(Title)

FILED
03 OCT -9 PM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Short Certificate

**STATE OF NEW YORK
INSURANCE DEPARTMENT**

It is hereby certified that the attached copy of Agreement and Plan of Merger between CDC IXIS Financial Guaranty North America, Inc., of New York, New York and Western Continental Insurance Company of New York, of New York, New York, whereby CDC IXIS Financial Guaranty North America, Inc., merged into Western Continental Insurance Company of New York, (surviving corporation), with the surviving corporation to be known as CDC IXIS Financial Guaranty North America, Inc., as approved by this Department August 31, 2003, pursuant to Section 7105 of the New York Insurance Law

Has been compared with the original on file in this Department and that it is a correct transcript therefrom and of the whole of said original.



**In Witness Whereof, I have here-
unto set my hand and affixed
the official seal of this Department
at the City of Albany, this
3rd day of October, 2003.**


Special Deputy Superintendent

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 21 day of August, 2003, by and between CDC IXIS Financial Guaranty North America, Inc., a New York corporation ("CIFG North America"), and Western Continental Insurance Company of New York, a New York corporation (the "WCIC-NY").

W I T N E S S E T H:

WHEREAS, CIFG North America owns all of the outstanding shares of capital stock of WCIC-NY;

WHEREAS, CDC IXIS Financial Guaranty Services, Inc., a Delaware-domiciled insurance services company ("CIFG Services"), owns all of the outstanding shares of capital stock of CIFG North America;

WHEREAS, each of CIFG North America and WCIC-NY are authorized to transact insurance business in the State of New York; and,

WHEREAS, the directors of each of CIFG North America and WCIC-NY, and CIFG North America as the sole shareholder of WCIC-NY, and CIFG Services as the sole shareholder of CIFG North America, have determined to merge CIFG North America with and into WCIC-NY (the "Merger") on the terms and subject to the conditions of this Agreement and in accordance with Article 71 of the New York Insurance Law (the "NYIL").

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

1. The Merger.

1.1 Constituent Corporations; Surviving Corporation. The names of the constituent corporations are "CDC IXIS Financial Guaranty North America, Inc.", a New York corporation, and "Western Continental Insurance Company of New York," a New York corporation (the "Constituent Corporations"). CIFG North America will be merged into WCIC-NY, and WCIC-NY, following the Merger, shall sometimes hereinafter be referred to as the "Surviving Corporation". At the time of the Merger, the Surviving Corporation's name will be changed to "CDC IXIS Financial Guaranty North America, Inc."

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

<u>Corporation</u>	<u>Outstanding Shares</u>	<u>Designation</u>	<u>Voting Rights</u>
CIFG North America	10,000	Common Stock, \$1,500 par value	One vote per share
WCIC-NY	4,700	Common Stock, \$1,000 par value	One vote per share

1.3 Merger.

1.3.1 Effective Time. The Merger shall become effective on August 31, 2003 (the "Effective Time"), subject to all necessary regulatory approval, including the approval of the New York Insurance Department.

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

1.4 Charter and By-Laws. The Charter and By-Laws of the Surviving Corporation shall be as attached. The Charter of the Surviving Corporation is annexed hereto as Exhibit A. The By-Laws of the Surviving Corporation are annexed hereto as Exhibit B.

1.5 Director and Officers. The directors and the officers of CIFG North America immediately prior to the Effective Time shall be the directors and the officers of the Surviving Corporation until their successors shall have been elected and shall have qualified or until otherwise provided in the By-Laws of the Surviving Corporation.

2. Conversion of Securities. By virtue of the Merger and without any action on the part of the Constituent Corporations or any shareholder thereof, each share of the Common Stock of WCIC-NY, on and after the Effective Time, shall become one share of the Surviving Corporation. New share certificates in the name of the Surviving Corporation and which reflect the increase in par value of the shares shall be issued. All outstanding shares of CIFG North America outstanding at the Effective Time shall be cancelled upon consummation of the Merger, and the certificates representing such shares shall be surrendered and cancelled.

2.1 Sole Shareholder of Surviving Corporation. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or any shareholder thereof, each share of the Common Stock of the Surviving Corporation shall be transferred to CIFG Services, the sole shareholder of CIFG North America immediately prior to the Effective Time of the Merger.

3. Representations and Warranties of CIFG North America. CIFG North America represents and warrants to WCIC-NY as follows:

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

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

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

4. Representations and Warranties of WCIC-NY. WCIC-NY represents and warrants to CIFG North America as follows:

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

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

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

5. Miscellaneous.

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

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

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

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

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

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

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

6. Service of Process. The Surviving Corporation hereby agrees that it may be served with process in any proceeding for enforcement of any obligation of the Surviving Corporation or CIFG North America, as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger, and does hereby appoint the Superintendent of Insurance of the State of New York as its agent to accept service of process in any such suit or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed in their respective names and on their respective behalf, as of the 27 day of August, 2003.

CDC IXIS FINANCIAL GUARANTY NORTH
AMERICA, INC., A NEW YORK CORPORATION

By: Jacques R. Rolfo
Name: Jacques R. Rolfo
Title: President and Chief Executive Officer

ATTEST:

By: Michael Freed
Michael Freed, Corporate Secretary

WESTERN CONTINENTAL INSURANCE COMPANY
OF NEW YORK, A NEW YORK CORPORATION

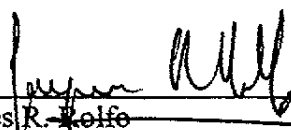
By: Jacques R. Rolfo
Name: Jacques R. Rolfo
Title: President and Chief Executive Officer

ATTEST:

By: Michael Freed
Michael Freed, Corporate Secretary

CERTIFICATION

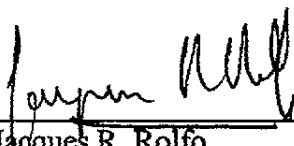
THE UNDERSIGNED, Jacques R. Rolfo, President and Chief Executive Officer of CDC IXIS Financial Guaranty North America, Inc., a New York corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger of which this Certificate is made a part, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein are true in all material respects, under the penalties of perjury.


By: Jacques R. Rolfo
Title: President and Chief Executive Officer

ATTEST: ,

By: 
Michael Freed, Corporate Secretary

THE UNDERSIGNED, Jacques R. Rolfo, President and Chief Executive Officer of Western Continental Insurance Company of New York, a New York corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger of which this Certificate is made a part, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein are true in all material respects, under the penalties of perjury.


By: Jacques R. Rolfo
Title: President and Chief Executive Officer

ATTEST:

By: 
Michael Freed, Corporate Secretary

EXHIBIT A
CHARTER
OF
THE SURVIVING COMPANY

CHARTER
OF
CDC IXIS FINANCIAL GUARANTY NORTH AMERICA, INC.

ARTICLE I

NAME

The name of the Corporation shall be CDC IXIS Financial Guaranty North America, Inc.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Corporation shall be located in the City of New York, County of New York, State of New York. The Corporation shall have the power to establish other offices in this state and elsewhere in the United States and in any part of the world and to conduct its business wherever authorized by law.

ARTICLE III

POWERS

- (1) The Corporation shall have the power to transact the following lines of insurance business:
- (i) financial guaranty insurance, as defined in paragraph (25) of subsection (a) of Section 1113 and paragraph (1) of subsection (a) of Section 6901 of the Insurance Law of the State of New York (the "Insurance Law");
 - (ii) fidelity and surety insurance, as defined in paragraph (16) of subsection (a) of Section 1113 of the Insurance Law;
 - (iii) credit insurance, as defined in paragraph (17) of subsection (a) of Section 1113 of the Insurance Law;
 - (iv) residual value insurance, as defined in paragraph (22) of subsection (a) of Section 1113 of the Insurance Law;

- (v) any substantially similar kind of insurance, with respect to (i) and (ii) above, as defined in paragraph (30) of subsection (a) of Section 1113 of the Insurance Law;

or, in each case, the corresponding provisions of any statute amendatory thereof, supplemental thereto or substituted therefor.

Section 1113(a)(25) "Financial guaranty insurance," means the kind of insurance defined in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter. Paragraph (1) of subsection (a) of Section 6901 "Financial guaranty insurance" means a surety bond, insurance policy or, when issued by an insurer or any person doing an insurance business as defined in paragraph one of subsection (b) of section one thousand one hundred one of this chapter, an indemnity contract, and any guaranty similar to the foregoing types, under which loss is payable, upon proof of occurrence of financial loss, to an insured claimant, obligee or indemnitee as a result of any of the following events:

- (A) failure of any obligor on or issuer of any debt instrument or other monetary obligation (including equity securities guaranteed under a surety bond, insurance policy or indemnity contract) to pay when due to be paid by the obligor or scheduled at the time insured to be received by the holder of the obligation, principal, interest, premium, dividend or purchase price of or on, or other amounts due or payable with respect to, such instrument or obligation, when such failure is the result of a financial default or insolvency or, provided that such payment source is investment grade, any other failure to make payment, regardless of whether such obligation is incurred directly or as guarantor by or on behalf of another obligor that has also defaulted;
- (B) changes in the levels of interest rates, whether short or long term or the differential in interest rates between various markets or products;
- (C) changes in the rate of exchange of currency;
- (D) changes in the value of specific assets or commodities, financial or commodity indices, or price levels in general; or
- (E) other events which the superintendent determines are substantially similar to any of the foregoing.

Section 1113(a)(16) "fidelity and surety insurance" means:

(A) guaranteeing the fidelity of persons holding positions of public or private trust; and indemnifying banks, thrifts, brokers and other financial institutions against loss of money, securities, negotiable instruments, other specified valuable papers and tangible items of personal property caused by larceny, misplacement, destruction or other stated perils including loss while being transported in an armored motor vehicle or by messenger; and insurance for loss caused by the forgery of signatures on, or alteration of, specified documents and valuable papers;

(B) insurance against losses that financial institutions become legally obligated to pay by reason of loss of customers' property from safe deposit boxes;

(C) any contract bond; including a bid, payment or maintenance bond or a performance bond where the bond is guaranteeing the execution of any contract other than a contract of indebtedness or other monetary obligation;

(D) an indemnity bond for the benefit of a public body, railroad or charitable organization; a lost security or utility payment bond;

(E) becoming surety on, or guaranteeing the performance of, any lawful contract, not specifically provided for in paragraph (16) of subsection (a) of Section 1113, except (i) mortgage guaranty insurance, which may only be written by an insurer authorized to write such insurance pursuant to Article 65 of the Insurance Law, (ii) a contract that falls within the definition of financial guaranty insurance as set forth in paragraph (1) of subsection (a) of Section 6901 of the Insurance Law, (iii) any insurance contract unless such guaranty is authorized pursuant to subsection (c) of Section 1114 of Article 11 of the Insurance Law; or (iv) service contract reimbursement insurance as specified in paragraph (28) of subsection (a) of Section 1113 of the Insurance Law;

(F) becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in all judicial proceedings or otherwise by law allowed, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts; and

(G) becoming surety on, or guaranteeing the performance of, a bond, which shall not exceed a period greater than five years, that guarantees the payment of a premium, deductible, or self-insured retention to an insurer issuing a workers' compensation or liability policy.

In the Insurance Law, "fidelity" insurance shall have the meaning set forth in sub-paragraphs (A) and (B) of Section 1113(a)(16) of the Insurance Law.

Section 1113(a)(17) "Credit insurance" means:

(A) indemnifying merchants or other persons extending credit against loss or damage resulting from non-payment of debts owed to them, for goods and services provided in the normal course of their business, including the incidental power to acquire and dispose of debts so insured, and to collect any debts owed to such insurer or to the insured, but no insurance may be written as credit insurance if it falls within the definition of financial guaranty insurance as set forth in paragraph (1) of subsection (a) of Section 6901 of the Insurance Law.

(B) indemnifying any person for expenses disbursed or to be disbursed under a contract in connection with the cancellation of a catered affair;

(C) indemnifying any person for tuition expenses disbursed or to be disbursed under a contract in connection with his dismissal or withdrawal from an educational institution; or indemnifying elementary or secondary schools, whether public, private, profit or non-profit, providing education in consideration of a tuition charge or fee against loss or damage in the event of non-payment of the tuition charges or fees of a student or pupil dismissed, withdrawn or leaving before the end of the school year for which the insurance is written. An educational institution may not require any person responsible for the payment of a student's or pupil's tuition charge or fee to pay for tuition refund insurance;

(D) indemnifying an adoptive parent for verifiable expenses not prohibited under the law paid to or on behalf of the birth mother when either one or both of the birth parents of the child withdraw or withhold their consent to adoption. Such expenses may include maternity-connected medical or hospital expenses of the birth mother, necessary living expenses of the birth mother preceding and during confinement, travel expenses of the birth mother to arrange for the adoption of the child, legal fees of the birth mother, and any other expenses which an adoptive parent may lawfully pay to or on behalf of the birth mother. For the purposes of Section 1113 of the Insurance Law, "adoptive parent" means the parent or his or her spouse seeking to adopt a child, "birth mother" means the biological mother of the child, "birth parent" means the biological mother or biological father of the child; or

(E) indemnifying professional sports participants (including any person who participates or expects to participate as a player, coach, manager, trainer, physician or other person directly associated with a player or a team) under contract or the teams with which the contract is made, entertainers under contract to perform or the entities with which the contract is made, or business executives under an employment contract or the entities with which the contract is made, where contracts between such persons and teams or entities cannot be fulfilled due to a sports participant's, entertainer's or business executive's death, personal injury by accident, sickness, ailment or bodily injury that causes disability, where such indemnification is for the amount of financial loss that is sustained by the insured party or parties due to the inability to fulfill the terms of the contract.

Section 1113(a)(22) "Residual value insurance" means: insurance issued in connection with a lease or contract which sets forth a specific termination value at the end of the term of the lease or contract for the property covered by such lease or contract, and which insures against loss of economic value of tangible personal property or real property or improvements thereto except loss due to physical damage to property, excluding any lease or contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter.

Section 1113(a)(30) "Substantially similar kind of insurance" means such insurance which in the opinion of the superintendent is determined to be substantially similar to one of the foregoing kinds of insurance and thereupon for the purposes of the Insurance Law shall be deemed to be included in that kind of insurance.

(2) To such extent as a corporation organized under the Insurance Law or the Business Corporation Law of the State of New York now or hereafter lawfully may do, to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of any one or more of the purposes or the exercise of any one or more of the powers herein enumerated, or designed directly or indirectly to promote the interests of the Corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges for which a corporation may now or hereafter be organized under the Insurance Law or the Business

Corporation Law of the State of New York or under any statute amendatory thereof, supplemental thereto or substituted therefor.

(3) The Corporation shall have full power and authority to reinsure risks of those kinds of insurance for which it is licensed to write direct business, and in accordance with paragraph (2) of subsection (a) of Section 6902 of the Insurance Law, to assume by way of reinsurance such risks, including risks outside the United States, taken by other insurers or reinsurers.

ARTICLE IV

EXERCISE OF CORPORATE POWERS

(1) The corporate powers shall be exercised by a Board of Directors, a President, one or more Vice Presidents, a Secretary and a Treasurer, and by such other officers and such committees as the Board of Directors may elect or appoint. The Directors shall have all of the qualifications, powers and authority, and shall be subject to all of the limitations, as set forth in the Insurance Law or the Business Corporation Law of the State of New York.

(2) The Board of Directors shall have the power to make, alter, amend or repeal the By-laws of the Corporation (except in those cases where stockholder action is required by law).

ARTICLE V

NUMBER OF DIRECTORS

The number of Directors of the Corporation shall be thirteen (13) or such greater number, up to a maximum of twenty-one (21), as shall be determined in the manner provided in the By-laws of the Corporation.

ARTICLE VI

PROVISIONS CONCERNING DIRECTORS AND OFFICERS

(1) At all times a majority of the Directors shall be citizens and residents of the United States, and not less than three of such Directors shall be residents of the State of New York. Each Director shall be at least eighteen years of age.

(2) The Directors shall not be required to own any shares of stock in the Corporation.

(3) An election of Directors shall be held annually at a place and time specified by the Board of Directors on the first Monday of May. Each Director shall serve until his successor is elected and qualified.

(4) Whenever any vacancy or vacancies shall occur in the Board of Directors, whether by reason of death, resignation, removal or otherwise, a majority of the remaining members of the Board, at a meeting called for that purpose, or at any regular meeting, shall elect a Director or Directors to fill the vacancy or vacancies thus created and each Director so elected shall hold office until his successor is elected and is qualified. If because of such vacancy or vacancies in the Board of Directors the number of Directors is less than thirteen, the Corporation shall not for that reason be dissolved, but the vacancy or vacancies shall be filled as herein provided.

(5) The President, one or more Vice Presidents, a Secretary and a Treasurer shall be elected annually by the Directors at the first meeting of the Board of Directors held after the election of the Directors as provided in Section 3 of this Article VI. Each of such officers shall hold office until the election of his successor. All other officers shall be elected or appointed by the Board of Directors, or in such manner as the By-laws may prescribe.

(6) Vacancies in any office may be filled for the remainder of the term in which the same shall occur by a majority vote of the Board of Directors.

ARTICLE VII

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and shall terminate on the 31st day of December in each year.

ARTICLE IX

CAPITALIZATION

The amount of the authorized capital of the Corporation shall be \$19,700,000 and shall consist of 4,700 shares of common stock having a par value of \$4,191.4893617 per share.

ARTICLE X

EXCULPATION

No Director shall be personally liable to the corporation or any of its stockholders for damages for any breach of duty as a Director; provided, however, that the foregoing provision shall not eliminate or limit the liability of a Director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or were acts or omissions (i) which violated the New York Insurance Law or (ii) which violated a specific standard of care imposed on Directors directly, and not by reference, by a provision of the New York Insurance Law (or any regulations promulgated thereunder) or (iii) which constituted a knowing violation of any other law, or establishes that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

ARTICLE XI

INDEMNIFICATION

Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate then is or was a Director or officer of the Corporation, or then serves or has served any other entity in any capacity at the request of the Corporation, shall be indemnified by the Corporation against expenses, judgments, fines and amounts paid in settlement to the full extent that directors and officers are permitted to be indemnified by the laws of the State of New York. The provisions of this paragraph shall not adversely affect any right to indemnification which any person may have apart from the provisions of this paragraph.

EXHIBIT B
BY-LAWS
OF
THE SURVIVING COMPANY

**BY-LAWS
OF
CDC IXIS FINANCIAL GUARANTY NORTH AMERICA, INC.**

ARTICLE I

OFFICES

The office of CDC IXIS Financial Guaranty North America, Inc. (the "Corporation") shall be located in the City of New York, County of New York, State of New York. The Corporation may also maintain offices at such other places within or without the State of New York as the Board of Directors may, from time to time, determine.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held at a place and time specified by the Board of Directors on the first Monday of May, if not a legal holiday in the State of New York, and, if such day is a legal holiday, then on the next succeeding business day not a legal holiday at the Corporation's principal office at 10:00 A.M., for the purpose of electing Directors, and transacting such other business as may properly come before the meeting.

Section 2. Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President. The business conducted at such special meetings shall be limited to that which is related to the purposes set forth in the notice required by Section 4 of this Article II.

Section 3. Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4. Notice of Meetings:

(a) Except as otherwise provided by statute, written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by first class mail, not fewer than ten or more than sixty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to statute, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the New York Business Corporation Law or an outline of its material terms. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5. Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Corporation's Charter (such Charter and any amendments thereto being hereinafter collectively referred to as the "Charter"), at all

meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any time when a quorum is present at any such adjourned meeting, any business that might have been transacted at the meeting as originally called (if a quorum had originally been present) may be transacted at such adjourned meeting.

Section 6. Voting:

(a) Except as otherwise provided by statute or by the Charter, any corporate action, other than the election of Directors, to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders at which a quorum is present by the holders of shares, in person or by proxy, entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Charter, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or person to act for him by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office:

(a) The number of Directors of the Corporation shall be thirteen. The number of Directors may be increased by amendment of these By-laws or by vote of a majority of the entire Board of Directors. No decrease in the number of Directors shall shorten the term of any incumbent Director.

(b) A majority of the Directors must, during their entire terms of service as Directors, be citizens and residents of the United States, and at least three of the Directors shall reside in the state of New York. Each director shall be at least eighteen years of age. No Director need be a shareholder of the Corporation.

(c) Except as may otherwise be provided herein or in the Charter, the members of the Board of Directors shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares, present in person or by proxy, entitled to vote in the election.

(d) Each Director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2. Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Charter or by statute expressly conferred upon or reserved to the shareholders.

Section 3. Annual and Other Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each Director who shall not have been present at the meeting at which such action was taken within the time required and in the manner set forth in paragraph (b) Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4. Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the Directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by statute, notice of special meetings shall be mailed directly to each Director, addressed to him at his residence or usual place of business, at least ten (10) days before the day on which the meeting is to be held, or shall be sent to him at such place by facsimile or telegram, delivered to him personally, or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjournment of a meeting shall not be required to be given.

Section 5. Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 6. Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business.

(b) A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7. Manner of Acting:

(a) At all meetings of the Board of Directors, each Director present shall have one vote, irrespective of the number of shares of stock, if any, that he may hold.

(b) Except as otherwise provided by statute, by the Charter, or by these By-laws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board. Any action taken without a meeting of the board shall be limited to those situations when time is of the essence and not in lieu of a regularly scheduled meeting.

(c) Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 8. Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of Directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a Director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any Director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9. Resignation:

Any Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10. Removal:

Any Director may be removed with or without cause at any time by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares of the Corporation at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11. Salary:

The salary to be paid to Directors shall be approved by the Board of Directors; provided, however, that no officer of the Corporation that receives a salary for his or her services as an officer may also receive a salary for his or her services as a Director. In addition, the Board of Directors may, by resolution, allow the expenses of attendance, if any, to be reimbursed to the Directors (including Directors who are also officers of the Corporation) for their attendance at each regular or special meeting of the Board. Nothing herein shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. Contracts:

(a) Except as provided by Section 1411 of the New York Insurance Law, no contract or other transaction between this Corporation and any other corporation shall be impaired, affected or invalidated, nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Except as provided in Section 1411 of the New York Insurance Law, any Director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no Director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, notwithstanding the presence of any such Director at the meeting at which such action is taken. Such Director or Directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction that would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13. Loans:

The Corporation shall make no loan to any Director, directly or indirectly, or through any of its subsidiaries; nor shall any Director accept any loan directly or indirectly.

Section 14. Committees:

(a) The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time establish an Executive Committee and other committees and designate the Directors who will be members and, if desired, alternate members thereof who may replace any absent or disqualified members at any meeting of such committees. To the extent permitted by law, the Executive Committee will have all the authority of the Board of Directors, except as the Board otherwise provides, and the other committees will have such powers and authority as may be provided by resolution adopted by a majority of the entire Board. Each committee will consist of two or more members. Each

committee shall serve at the pleasure of the Board. The Board of Directors will have the power at any time to change the membership of any committees, to fill vacancies in their membership and to discharge any committees. All resolutions establishing or discharging committees, designating or changing members of committees, or granting or limiting authority of committees, may be adopted only by the affirmative vote of a majority of the entire Board of Directors.

(b) At all meetings of committees of the Board of Directors, the presence of a majority of the entire committee shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law.

(c) Except as otherwise provided by statute, by the Charter, or by these By-laws, the action of a majority of the members of a committee of the Board of Directors present at any meeting at which a quorum is present shall be the act of such committee.

(d) Any action of a committee may be taken without a meeting if written consent to the action signed by all the members of the committee is filed with the minutes of the committee.

(e) Each committee must keep regular minutes of its proceedings and report to the Board of Directors as and when the Board requires.

ARTICLE IV

OFFICERS

Section 1. Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a Director of the Corporation.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2. Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Removal:

Any officer may be removed, either with or without cause, and a successor may be elected, by a majority vote of the Board of Directors at any time.

Section 4. Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 5. Duties of Officers:

Officers of the Corporation, unless otherwise provided by the Board of Directors, shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6. Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall provide to the Corporation a bond in such sum, and with such surety or sureties, as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation,

including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation that may come into his hands.

Section 7. Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V

SHARES OF STOCK

Section 1. Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. Such certificates shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, and shall bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise provided by law.

(c) To the extent permitted by law, the Board of Directors may authorize the issuance of *certificates for fractions of a share* which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2. Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper to do so.

Section 3. Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made only on the share records of the Corporation by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4. Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding sixty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to

any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the Directors fix a new record date for the adjourned meeting.

ARTICLE VI

DIVIDENDS

Subject to applicable law, dividends to shareholders may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year, unless applicable law permits otherwise, in which case the fiscal year shall be fixed by the Board of Directors from time to time in accordance with applicable law.

ARTICLE VIII

CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX

AMENDMENTS

Section 1. By Shareholders:

All By-laws of the Corporation shall be subject to amendment or repeal, and new By-laws may be adopted, by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares entitled to vote in the election of Directors at any annual or special meeting of shareholders, provided that the notice or waiver of notice of such meeting shall have summarized or set forth in full therein, the proposed amendment.

Section 2. By Directors:

The Board of Directors shall have power to adopt, amend and repeal, from time to time, By-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may amend or repeal By-laws made by the Board of Directors. If any By-law regulating an impending election of Directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors, the By-law so adopted, amended or repealed, together with a concise statement of the changes made.

Section 3. Approval:

No By-law, or amendment or repeal of a By-law, shall be effective until it is approved by the Superintendent of Insurance of the State of New York.

ARTICLE X

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification:

(a) The Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Corporation to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, that any Director or officer of the Corporation served in any capacity at the request of the

Corporation, by reason of the fact that he, his testator or intestate, was a Director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Corporation in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or officer (i) acted in good faith, for a purpose that he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Corporation and (ii) in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

(b) The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption (i) that any such person did not act in good faith, for a purpose that he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Corporation or (ii) that he had reasonable cause to believe that his conduct was unlawful.

(c) The Corporation shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any other corporation of any type or kind, domestic or foreign, of any partnership, joint venture, trust, employee benefit plan or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such Director or officer acted in good faith, for a purpose that he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Corporation; except that no indemnification under this subsection (c) shall be made in respect of (i) a threatened action, or a pending

action that is settled or otherwise disposed of, or (ii) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court on which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

(d) (1) No payment of indemnification, advancement or allowance under Sections 721-727 of the New York Business Corporation Law shall be made by the Corporation unless a notice has been filed with the Superintendent of Insurance of the State of New York not less than thirty days prior to such payment specifying the payees, the amounts, the manner in which such payment is authorized and the nature and status, at the time of such notice, of the litigation or threatened litigation.

(2) If any action with respect to indemnification of Directors or officers of the Corporation shall be taken by amendment of the By-laws, such action shall be in accordance with the approval requirements in Section 1210 of the New York Insurance Law.

(3) If any action shall be taken by resolution of Directors, or by agreement or otherwise, a notice shall be filed with the Superintendent of Insurance of the State of New York not less than thirty days thereafter specifying the action taken.

Section 2. Other Indemnification:

The Corporation may, to the fullest extent permitted by law, indemnify or advance the expenses of any other person including agents and employees to whom the Corporation is permitted by law to provide indemnification or advancement of expenses.

Section 3. Payment of Expenses in Advance:

To the fullest extent permitted by the New York Business Corporation Law, the Corporation will advance, to any person who may be entitled to indemnification under Sections 1 or 2, sums with which to pay expenses incurred by that person in defending against the claims, actions or proceedings for which such person may become entitled to indemnification, upon receipt of an undertaking by or on behalf of

such person to repay the sums that are advanced if it is ultimately determined that such person is not entitled to indemnification under Sections 1 or 2 or to the extent the sums that are advanced exceed the indemnification to which such person is entitled.

Section 4. Enforcement, Defenses:

The right to indemnification or advancement of expenses granted by this Article X shall be enforceable by the person in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within 60 days. Such person's expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advancement of expenses under Section 3 of this Article X where the required undertaking has been received by the Corporation) that the claimant has conducted himself in a manner that would preclude the Corporation from indemnifying him pursuant to Sections 1 or 2 of this Article X, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, and its shareholders) to have made a determination that indemnification of the claimant is proper in the circumstances, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, and its shareholders) that indemnification of the claimant is not proper in the circumstances shall be a defense to the action or create a presumption that the claimant is not entitled to indemnification.

Section 5. Survival: Savings Clause; Preservation of Other Rights:

(a) The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each person who serves in such capacity at any time while these provisions are in effect, and any repeal or modification of the New York Business Corporation Law shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any action or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of

facts, except as provided by law. Such a contract right may not be modified retroactively without the consent of such person, except as provided by law.

(b) If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each person of the Corporation against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) incurred in connection with any actual or threatened action or proceeding, whether civil or criminal, including any actual or threatened action by or in the right of the Corporation, or any appeal therein, to the fullest extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

(c) The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other by-law, agreement, vote of shareholders or Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation is hereby authorized to provide further indemnification if it deems advisable by resolution of shareholders or Directors, by amendment of these By-laws or by agreement.

Section 6. Insurance:

The Corporation may purchase and maintain insurance to indemnify officers, Directors and others against costs or liabilities incurred by them in connection with the performance of their duties and any activities undertaken by them for, or at the request of, the Corporation, to the fullest extent permitted by the New York Business Corporation Law and the New York Insurance Law.

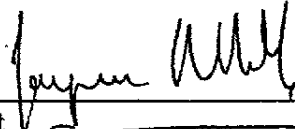
Section 7. New York Business Corporation Law and Insurance Law:

All references to the New York Business Corporation Law and the New York Insurance Law in these By-laws shall mean such laws as they may from time to time be amended.

CERTIFICATE OF ADOPTION


We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively of Western Continental Insurance Company of New York (the "Company"), an insurance company organized under the laws of the State of New York, do hereby certify that the Agreement and Plan of Merger dated the 27 day of August, 2003, by and between the Company and CDC IXIS Financial Guaranty North America, Inc. has been duly authorized, adopted and approved by the Board of Directors and the sole shareholder of the Company.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 28 day of August, 2003.



President

(Corporate Seal)

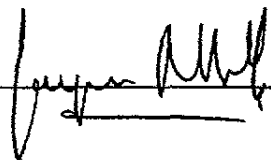


Secretary
Michael Freed
Managing Director & Secretary

CERTIFICATE OF ADOPTION

We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively of CDC IXIS Financial Guaranty North America, Inc. (the "Company"), an insurance company organized under the laws of the State of New York, do hereby certify that the Agreement and Plan of Merger dated the 27 day of April, 2003, by and between the Company and Western Continental Insurance Company of New York has been duly authorized, adopted and approved by the Board of Directors and the sole shareholder of the Company.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 28 day of April, 2003.

President 

(Corporate Seal)

Secretary **Michael Freed**
Managing Director & Secretary

CERTIFICATE AS RELATES TO FEES

We, the undersigned duly elected, qualified and presently acting President and Secretary, respectively of CDC IXIS Financial Guaranty North America, Inc. (the "Company"), an insurance company organized under the laws of the State of New York, do hereby certify that with regard to the Agreement and Plan of Merger dated the 27 day of April, 2003, by and between the Company and Western Continental Insurance Company of New York, no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the transactions contemplated thereunder. Further, no director, officer or member of the Company, except as fully expressed in the Agreement and Plan of Merger, shall receive any fee, commission, other compensation or valuable consideration, directly or indirectly, for in any manner aiding, promoting or assisting in the transactions contemplated thereunder.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 28 day of April, 2003.

President

(Corporate Seal)

Secretary

Michael Freed
Managing Director & Secretary