## EXHIBIT G

## Alinda Roads Premium Letter

## Execution Version

Dated as of December 19, 2006
Alinda Roads LLC
599 Lexington Ave, Suite 1803
New York, New York 10022
Attention: Messrs. Sanjay Khettry and John Laxmi

## Alinda Roads Premium Letter

## Dear Sirs:

Reference is made to the Insurance and Reimbursement Agreement, dated as of December 19, 2006 (as amended, modified and/or supplemented from time to time, the "Reimbursement Agreement"), among XL Capital Assurance Inc. (the "Insurance Company") and Alinda Roads LLC (the "Company"). Capitalized terms used but not defined herein have the meanings assigned to them in the Reimbursement Agreement or, if not assigned in the Reimbursement Agreement, in that certain Agreement as to Certain Undertakings, Common Representations, Warranties, Covenants and Other Terms, dated as of the date hereof, among the Company, the Insurance Company, Citibank, N.A., as Interest Rate Hedge Counterparty, and The Bank of New York, as Trustee, as Securities Intermediary and as Collateral Agent (the "Common Agreement").

As consideration for the agreement of the Insurance Company to issue and deliver the XL Insurance Policies in accordance with and subject to the terms and conditions set forth in the Reimbursement Agreement, the Company agrees to pay to the Insurance Company an Up-Front Premium, the Periodic Premiums and any applicable Redemption Premium (in each case as each such term is defined herein and, collectively, the "Premiums"), all as set forth herein.

1. Definitions. For purposes of this letter agreement, the following capitalized terms shall have the meanings specified below:
"Discount Rate" means the all-in weighted average cost of the Bonds (other than the Additional Bonds) and, prior to the marketing of the Series C Bonds to refinance the same, the Series B Swap Accretion Amount. The all-in weighted average cost of the Bonds will be based on the final all-in interest rate swap rates set for the Series A and Series B on or prior to the Closing Date in accordance with the Series A Hedging Agreement and the Series B Hedging Agreement. The weighting of each series will be determined based on each series contribution to the total outstanding Bond amount at the time of calculation. Schedule A hereto sets forth the methodology of the calculation of the Discount Rate.
"Outstanding" has the meaning assigned to such term in the Indenture.
"Periodic Premiums" has the meaning assigned to such term in Section 3.
"Premium Calculation Date" means (a) with respect to the initial Premium Period, the Closing Date, and (b) with respect to any other premium period, January $1^{\text {st }}$ of each year.
"Premium Payment Date" means (i) in the case of the initial Premium Period, the Closing Date, and (ii) in the case of any other Premium Period, the first Business Day of each calendar quarter.
"Premium Period" means each calendar year following the Closing Date, provided that the initial Premium Period shall commence on the Closing Date and end on December 31, 2006.
"Premium Rate" means, as of any date of determination, $0.69 \%$ per annum of aggregate principal amount Outstanding of the Initial Bonds plus, prior to the marketing of Series C Bonds to refinance the same, the Series B Swap Accretion Amount.
"Redemption Premium" has the meaning assigned to such term in Section 4.
"Series B Swap Accretion Amount" means, as of any date of determination, the aggregate "accreted value" of Series B Hedging Agreement as of such date.
"Up-Front Premium" has the meaning assigned to such term in Section 2.
2. Up-Front Premium Payment. On the Closing Date, the Company shall pay to the Insurance Company a portion of the premium payable with respect to the Insurance Policies (such portion, the "Up-Front Premium") in an amount equal to $\$ 27,058,000$.
3. Periodic Premium Payments. On each Premium Payment Date, the Company shall pay the Insurance Company a portion of the premium payable with respect to the Insurance Policies (each periodic payment of such portion, the "Periodic Premium") in advance with respect to the applicable Premium Period (including the Premium Period commencing on the Closing Date), until the earlier to occur of (a) the indefeasible payment in full in cash of the Initial Bonds and all Obligations owing under Series A Swaps and/or Series B Swaps insured under the XL Insurance Policies, and (b) the termination of all of the XL Insurance Policies. Each Periodic Premium shall equal $60 \%$ of the Premium Rate as of the applicable Premium Calculation Date.
4. Redemption Premium. In the event that any of Series A Bonds and/or Series B Bonds are redeemed or prepaid, in whole or in part, or any XL Insurance Policy is terminated for any reason by the beneficiary thereof, within ten years of the Closing Date, the Company shall pay to the Insurance Company, on the date of such redemption, prepayment or termination, a redemption premium (each, a "Redemption Premium") equal to the present value of the future Periodic Premiums that would otherwise have been payable to the Insurance Company in respect of the Bonds so redeemed or prepaid, or the XL Insurance Policy so terminated, for the period commencing with the first

Premium Calculation Date following the date of such redemption, prepayment or termination, and ending on the tenth anniversary of the Closing Date, each such present value being calculated as of the date immediately preceding the date of such redemption, prepayment or termination using the Discount Rate multiplied by the percentage of the then outstanding XL-Insured Indebtedness being redeemed or prepaid, or with respect to which the XL Insurance Policy is being terminated.
5. Manner of Payment. Each payment of Premiums by the Company shall be made in immediately available funds to the account identified in the Schedule B attached hereto or to such other account as the Insurance Company may designate in writing prior to the date such payment is due. All Premiums payable hereunder shall be fully earned as of the Closing Date and nonrefundable when made, without regard to whether the Insurance Company makes any payment under any of the XL Insurance Policies or provision being made for payment of the XL-Insured Indebtedness prior to maturity thereof. The Premiums for any partial year shall be calculated on the basis of the actual number of days elapsed in the related period for which the premium is being paid divided by 360 .
6. Acceleration. If there shall occur and be Continuing an Event of Default under the Reimbursement Agreement or the Common Agreement, and (a) the principal amount of any of the XL-Insured Indebtedness becomes due and payable prior to the scheduled maturity thereof and (b) no Insurer Default has occurred and is Continuing at such time, the Insurance Company shall have the right, at its option exercisable upon written notice to the Company, to accelerate all amounts payable by the Company to the Insurance Company hereunder, whereupon (i) an amount equal to the present value as of the date of acceleration of the Periodic Premiums that would otherwise have been payable in respect of the outstanding XL-Insured Indebtedness shall forthwith become due and payable upon delivery of such notice and (ii) such present value shall be calculated ( x ) using a discount rate equal to the Discount Rate and (y) assuming (solely for the purposes of this calculation) that none of the XL-Insured Indebtedness outstanding at the time of such acceleration is thereafter redeemed or repaid, in whole or in part, prior to its scheduled maturity.
7. Confidentiality. The Company agrees that this letter agreement and the contents hereof are for its confidential use only and will not without the prior written consent of the Insurance Company (except as otherwise required by law) be disclosed by it to any Person other than its officers, directors, accountants, attorneys and other advisors. Notwithstanding anything herein to the contrary, any party to this agreement (and any employee, shareholder, representative, or other agent of any party to this agreement) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided however, that such disclosure may not be made to the extent of restrictions on disclosure which are reasonably necessary to comply with any applicable U.S. federal or state securities laws. For purposes of this agreement, the "tax treatment" of a transaction means the purported or claimed U.S. federal income tax treatment of the transaction and the "tax structure" of a transaction means any fact that may be relevant to
understanding the purported or claimed U.S. federal income tax treatment of the transaction.
8. Miscellaneous. Each of the provisions set forth in Article V of the Reimbursement Agreement is incorporated herein by reference as if each reference therein to "this Agreement" (other than in Section 5.12 of the Reimbursement Agreement) were a reference to "this letter agreement".

Please confirm that the foregoing is our mutual understanding by signing and returning to us one executed original of this letter agreement.

Very truly yours,
XL CAPITAL ASSURANCE INC.


Accepted and agreed to as of the date first written above:

## ALINDA ROADS LLD

By: ALINDA ROADS HOLDING LLC, its Managing Member
By: ALINDA NORTH AMERICAN ROADS, INC., its Managing Member

By:
Name:
Title:

Please confirm that the foregoing is our mutual understanding by signing and returning to us one executed original of this letter agreement.

Very truly yours,
XL CAPITAL ASSURANCE INC.

By
Thomas M. Mulvihill
Director

Accepted and agreed to as of the date first written above:

ALINDA ROADS LC
By: ALINDA ROADS HOLDING LLC,
its Managing Member
By: ALINDA NORTH AMERICAN ROADS, INC., its Managing Member


## METHODOLOGY OF DISCOUNT RATE CALCULATION

(See attached Excel Spreadsheet)

| (5) Assumed Date of Close ${ }^{5}$ |  |  | 12/19/2006 |  | 31-Mar-07 | 30-Jun-07 | 1 |  |  | 2 |  |  |  |  | 3 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Accretion Date, End of PeriodPremium Calculation Date |  |  | 30-Sep-06 | 31-Dec-06 |  |  | 30-Sep-07 | 31-Dec-07 | 31-Mar-08 | 30-Jun-08 | 30-Sep-08 | 31-Dec-08 | 31-Mar-09 | 30-Jun-09 | 30-Sep-09 | 31-Dec-09 | 31-Mar-10 |
|  |  |  |  | 1/1/2007 |  |  |  | 1/1/2008 |  |  |  | 1/1/2009 |  |  |  | 1/1/2010 |  |
| (1) Total Debt Out (\$000s) |  |  | 496,926 | 496,926 | 507,092 | 507,092 | 517,605 | 517,605 | 528,474 | 528,474 | 539,412 | 539,412 | 549,697 | 549,697 | 560,063 | 560,063 | 569,593 |
| Gross Premium |  | 0.69\% |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 95 | 3,429 |  |  |  | 3,571 |  |  |  | 3,722 |  |  |  | 3,864 |  |
| PV (5000s) |  | 67,646 | 95 | 3,429 |  |  |  | 3,358 |  |  |  | 3,291 |  |  |  | 3,213 |  |
| (2) Discount Rate 6.34\% |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Due at Closing <br> Due Quarterly (begin) | 40\% | 27,058 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 60\% |  | 57 | 514 | 514 | 514 | 514 | 536 | 536 | 536 | 536 | 558 | 558 | 558 | 558 | 580 | 580 |
|  | $\begin{gathered} \text { Debt Volume }{ }^{1} \\ \left(s^{\prime} 0000 s\right) \end{gathered}$ | Proportion <br> (\%) | Swap rate ${ }^{1}$ <br> (\%) | Weighted Ave (\%) | ge rate |  |  |  |  |  |  |  |  |  |  |  |  |
| (3) Series A | 198,000 | 39.92\% | 5.94\% | 2.37\% |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (4) Series B | 298,000 | 60.08\% | 5.61\% | 3.97\% |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Debt | 496,000 | 100.00\% |  | 6.34\% | -in-rate) |  |  |  |  |  |  |  |  |  |  |  |  |

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| (5) Ascretion Date, End of Period | 36 |  |  |  |  | 37 |  |  | 38 |  |  |  |  | 39 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 30-Jun-42 | 30-Sep-42 | 31-Dec-42 | 31-Mar-43 | 30Jun-43 | 30-Sep-43 | 31-Dec-43 | 31-Mar-44 | 30-Jun-44 | 30-Sep-44 | 31-Dec-44 | 31-Mar-45 | 30-Jun-45 | 30-Sep-45 | 31-Dec-45 | 31-Mar-46 |
| Premium Calculation Date |  |  | 1/1/2043 |  |  |  | 1/1/2044 |  |  |  | 1/1/2045 |  |  |  | 1/1/2046 |  |
| (1) Total Debt Out ( 5000 s ) | 531,745 | 516,393 | 516,393 | 500,320 | 500,320 | 483,506 | 483,506 | 465,930 | 465,930 | 447,568 | 447,568 | 428,399 | 428,399 | 408,398 | 408,398 | 387,543 |
| Gross Premium |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 3,563 |  |  |  | 3,336 |  |  |  | 3,088 |  |  |  | 2,818 |  |
| PV ( $\mathbf{5 0 0 0 s )}$ |  |  | 389 |  |  |  | 343 |  |  |  | 298 |  |  |  | 256 |  |
| (2) Discount Rate 6.34\% |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Due at Closing $40 \%$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Due Quarterly (begin) $60 \%$ | 566 | 566 | 534 | 534 | 534 | 534 | 500 | 500 | 500 | 500 | 463 | 463 | 463 | 463 | 423 | 423 |
| Debt Volume ${ }^{1}$ ( $s^{\prime} 000 \mathrm{~s}$ ) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (3) Series A 198,000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{(4)}$ Series B $\quad 298,000$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Debt 496,000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: <br> (1) Sourced from Citibank's Base Case sent th <br> (2) Assumed weighted average cost of 2006 t |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


| ${ }^{\text {(5) }}$ Accretion Date, End of Period ${ }^{\text {Assumed }} \mathrm{Dz}$ | 40 |  |  |  |  | 41 |  |  | 42 |  |  |  | 43 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 30-Jun-46 | 30-Sep-46 | 31-Dec-46 | 31-Mar-47 | 30-Jun-47 | 30-Sep-47 | 31-Dec-47 | 31-Mar-48 | 30-Jun-48 | 30-Sep-48 | 31-Dec-48 | 31-Mar-49 | 30-Jun-49 | 30-Sep-49 | 31-Dec-49 | 31-Mar-50 |
| Premium Calculation Date |  |  | 1/1/2047 |  |  |  | 1/1/2048 |  |  |  | 1/1/2049 |  |  |  | 1/1/2050 |  |
| (1) Total Debt Out ( 5000 s ) | 387,543 | 365,808 | 365,808 | 343,168 | 343,168 | 319,598 | 319,598 | 295,072 | 295,072 | 282,966 | 282,966 | 270,010 | 270,010 | 256,169 | 256,169 | 241,402 |
| Gross Premium |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | 2,524 |  |  |  | 2,205 |  |  |  | 1,952 |  |  |  | 1,768 |  |
| PV (\$000s) |  |  | 216 |  |  |  | 177 |  |  |  | 148 |  |  |  | 126 |  |
| (2) Discount Rate 6.34\% |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Due at Closing 40\% |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Due Quarterly (begin) 60\% | 423 | 423 | 379 | 379 | 379 | 379 | 331 | 331 | 331 | 331 | 293 | 293 | 293 | 293 | 265 | 265 |
| $\begin{aligned} & \text { Debt Volume }{ }^{1}(\mathbf{s} 0000)^{1} \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (3) Series A 198,000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| (4) Series B 298,000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Debt 496,000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Notes: <br> (1) Sourced from Citibank's Base Case sent t <br> (2) Assumed weighted average cost of 2006 । |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |




# WIRING INSTRUCTIONS FOR <br> XL CAPITAL ASSURANCE INC. 

Please be advised that premiums due to XL Capital Assurance Inc. should be wired to the following account:
Financial Institution: Bank of America

ABA Transit Number: 0260-0959-3
Account Name: XL Capital Assurance Inc.
Account Number: 94278-35841
Reference: Alinda Roads LLC, XL Insurance Policy Number *

* Please insert the relevant XL insurance policy number when remitting premiums.

