

**IN RE AMBAC FINANCIAL GROUP, INC.
SECURITIES LITIGATION**

Civil Action No. 08-cv-00411-NRB

This Document Applies To: All Actions

PROOF OF CLAIM

I. GENERAL INSTRUCTIONS

1. To potentially recover as an Authorized Claimant based on your claims in the action entitled *In re Ambac Financial Group, Inc. Securities Litigation*, Civil Action No. 08-cv-00411-NRB (the "Action"), you must complete and sign this Proof of Claim form and submit supporting documentation. If you fail to submit a properly completed and addressed Proof of Claim form or fail to submit supporting documentation, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the Settlements of the Action.
2. Submission of this Proof of Claim form, however, does not assure that you will share in the Net Settlement Fund.
3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM POSTMARKED NO LATER THAN OCTOBER 24, 2011, ADDRESSED AS FOLLOWS:

Ambac Financial Group, Inc. Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2457
Faribault, MN 55021-9157

4. If you are NOT a Class Member (as defined in the Notice of Pendency of Class Action and Proposed Settlements, Final Approval Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses ("Notice") that accompanies this Proof of Claim, DO NOT submit a Proof of Claim form.
5. If you are a Class Member and have not requested exclusion, you will be bound by the terms of the Settlements and any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

II. DEFINITIONS

Capitalized terms not defined in this Proof of Claim have the same meaning as defined in the Notice that accompanies this form.

III. CLAIMANT IDENTIFICATION

1. If you purchased or otherwise acquired Ambac Financial Group, Inc. ("Ambac" or the "Company") securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the securities but the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.
2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Ambac securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.

NOTE: A single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has (for example, a corporation with multiple brokerage accounts should include all transactions made in Ambac securities during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in).

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and proof of their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Ambac Securities" to supply all required details of your transaction(s) in such securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to all of your purchases or other acquisitions and all of your sales or other dispositions of Ambac securities which took place at any time from October 19, 2005 through July 18, 2009, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.
4. Broker confirmations or other documentation of your transactions in Ambac securities must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.
5. USE PART II SECTION A **ONLY** FOR AMBAC COMMON STOCK. USE PART II SECTION B **ONLY** FOR AMBAC DISCS. USE PART II SECTION C **ONLY** FOR AMBAC STRATS. USE PART II SECTION D **FOR ALL AMBAC DEBENTURES** AND IDENTIFY THE SECURITY BY NAME AND IDENTIFYING CUSIP NUMBER SHOWN IN THE PLAN OF ALLOCATION. USE PART II SECTION E **ONLY** FOR AMBAC CALL OPTIONS. USE PART II SECTION F **ONLY** FOR AMBAC PUT OPTIONS.
6. A purchase or sale of Ambac securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date; please provide only "contract" or "trade" dates in your claim.
7. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must call the Claims Administrator toll-free at 877-497-5866, send an e-mail to info@AmbacSecuritiesLitigation.com, or visit the website for this Settlement at www.AmbacSecuritiesLitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a report listing all transactions contained in the electronic file.
8. You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlements. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

1. Your claim **MUST** be postmarked no later than October 24, 2011.
2. Please sign the release and declaration on page 10 of this Notice. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
3. Remember, you **MUST** supply supporting documentation for **ALL** of your transactions and holding positions (beginning and end of Class). Failure to provide support documentation for your claim may result in full or partial denial of your claim. **DO NOT USE HIGHLIGHTER ON YOUR SUPPORT DOCUMENTATION.**
4. Do **NOT** send original stock certificates or original brokerage statements.
5. Keep a copy of your claim form for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 877-497-5866.
7. It is your responsibility to notify the Claims Administrator if your address changes after the submission of your Claim. Failure to do so will result in the Claims Administrator's inability to send you any further communication, including your award portion, if eligible.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

**MUST BE POSTMARKED
NO LATER THAN
OCTOBER 24, 2011**

In re Ambac Financial Group, Inc.
Securities Litigation

FOR OFFICIAL USE ONLY

01

**PROOF OF
CLAIM AND RELEASE**

USE BLUE OR BLACK INK ONLY

PART I. CLAIMANT IDENTIFICATION - (Complete either Section A or B and then proceed to C. Please type or print.)

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of IRA Custodian, if applicable	
<input type="text"/>	

If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)
<input type="text"/>

C. Account/Mailing Information:

Specify one of the following:

Individual(s) Corporation UGMA Custodian IRA Partnership Estate Trust

Other:

Number and Street or P.O. Box

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province and Postal Code	Foreign Country	
<input type="text"/>	<input type="text"/>	
Telephone Number (Day)	Telephone Number (Evening)	
<input type="text"/>	<input type="text"/>	
E-mail Address	Account Number	
<input type="text"/>	<input type="text"/>	

Enter Taxpayer Identification Number below for the Beneficial Owner(s).

Social Security No. (for individuals) or Taxpayer Identification No.

<input type="text"/>	<input type="text"/>
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PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

A. AMBAC COMMON STOCK – CUSIP No. 023139108 ONLY

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

COMMON STOCK BEGINNING HOLDINGS

1. Number of shares of Ambac common stock held at the beginning of trading on **October 19, 2005**. (If none, write "zero" or "0"; if other than zero, must be documented)

NUMBER OF SHARES

COMMON STOCK PURCHASES

2. List (in chronological order) all purchases and/or acquisitions of Ambac common stock made between **October 19, 2005** and **July 18, 2009**, inclusive.

Check Box if result of an Option Exercised/Assigned	Date(s) of Purchase (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Amount Paid (Excluding Commissions, Taxes & Fees)
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

COMMON STOCK SALES

3. List (in chronological order) all sales of Ambac common stock made between **October 19, 2005** and **July 18, 2009**, inclusive.

Check Box if result of an Option Exercised/Assigned	Date(s) of Sale (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (Excluding Commissions, Taxes & Fees)
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

COMMON STOCK ENDING HOLDINGS AS OF JULY 18, 2009

4. Number of shares of Ambac common stock held at the close of trading on **July 18, 2009**. (If none, write "zero" or "0"; if other than zero, must be documented)

NUMBER OF SHARES

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

B. AMBAC DISCS – CUSIP No. 023139AF5 ONLY

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

AMBAC DISCS PURCHASES

1. I (We) made the following purchases of Ambac DISCS during the period between **February 12, 2007** and **July 18, 2009**, inclusive.

Date of Purchase (List Chronologically) Month/Day/Year	Number of DISCS Purchased	Purchase Price Per DISC	Amount Paid (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AMBAC DISCS SALES

2. I (We) made the following sales of Ambac DISCS during the period between **February 12, 2007** and **July 18, 2009**, inclusive. (If none, write "zero" or "0"; if other than zero, must be documented.)

Date of Sale (List Chronologically) Month/Day/Year	Number of DISCS Sold	Sale Price Per DISC	Amount Received (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AMBAC DISCS UNSOLD HOLDINGS AS OF JULY 18, 2009

3. At the close of trading on **July 18, 2009**, I (we) owned the following Ambac DISCS. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF DISCS

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

C. AMBAC STRATS – CUSIP No. 784786204 ONLY

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

AMBAC STRATS PURCHASES

1. I (We) made the following purchases of Ambac STRATS during the period between **July 11, 2007** and **July 18, 2009**, inclusive.

Date of Purchase (List Chronologically) Month/Day/Year	Number of STRATS Purchased	Purchase Price Per STRAT	Amount Paid (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AMBAC STRATS SALES

2. I (We) made the following sales of Ambac STRATS during the period between **July 11, 2007** and **July 18, 2009**, inclusive. (If none, write "zero" or "0"; if other than zero, must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Number of STRATS Sold	Sale Price Per STRAT	Amount Received (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AMBAC STRATS UNSOLD HOLDINGS AS OF JULY 18, 2009

3. At the close of trading on **July 18, 2009**, I (we) owned the following Ambac STRATS. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF STRATS

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

D. AMBAC DEBENTURES

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.
 To obtain the Security Name and CUSIP for the debentures, please refer to page 21 of the Notice.

1. THIS PAGE CONTAINS TRANSACTIONS FOR THE FOLLOWING DEBENTURE ONLY:

Security Name	CUSIP

IF YOU ARE LISTING MORE THAN ONE SECURITY NAME OR CUSIP, YOU **MUST** PHOTOCOPY THIS PAGE AND LIST EACH SEPARATE DEBENTURE ON ITS OWN SEPARATE PAGE.

DEBENTURES BEGINNING POSITION

2. Number of Ambac debentures **listed in #1 above** held at the beginning of trading on **October 19, 2005**. (If none, write "zero" or "0"; if other than zero, must be documented.)

PRINCIPAL AMOUNT
(i.e., Face Value or Par Value)

DEBENTURE PURCHASES

3. I (We) made the following purchases of the Ambac Debenture **listed in #1 above** during the period **October 19, 2005** through **July 18, 2009**, inclusive.

Date of Purchase (List Chronologically) Month/Day/Year	Principal Amount (i.e., Face Value or Par Value)	Purchase Price Per Debenture	Amount Paid (Excluding Commissions, Taxes & Fees)

DEBENTURE SALES

4. I (We) made the following sales of the Ambac Debenture **listed in #1 above** during the period **October 19, 2005** through **July 18, 2009**, inclusive. (If none, write "zero" or "0"; if other than zero, must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Principal Amount (i.e., Face Value or Par Value)	Sale Price Per Debenture	Amount Received (Excluding Commissions, Taxes & Fees)

DEBENTURES UNSOLD HOLDINGS AS OF JULY 18, 2009

5. Number of Ambac debentures **listed in #1 above** held at the close of trading on **July 18, 2009**. (If none, write "zero" or "0"; if other than zero, must be documented.)

PRINCIPAL AMOUNT
(i.e., Face Value or Par Value)

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

E. AMBAC CALL OPTION CONTRACTS ONLY

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

1. THIS PAGE CONTAINS TRANSACTIONS FOR THE FOLLOWING **CALL** OPTION CONTRACT ONLY:

Expiration Date (Month/Day/Year)	Strike Price
	\$

IF YOU ARE LISTING MORE THAN ONE TYPE OF CALL OPTION CONTRACT, YOU **MUST** PHOTOCOPY THIS PAGE AND LIST EACH SEPARATE TYPE OF CALL OPTION CONTRACT ON ITS OWN SEPARATE PAGE.

CALL OPTION CONTRACT BEGINNING POSITION

2. Number of call option contracts **listed in #1 above** on Ambac common stock held at the beginning of trading on **October 19, 2005**. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF CALL CONTRACTS

CALL OPTION CONTRACT PURCHASES AND THEIR DISPOSITION

3. I (We) made the following purchases of call option contracts **listed in #1 above** on Ambac common stock during the period **October 19, 2005** and **July 18, 2009**, inclusive (in chronological order and must be documented).

Date of Purchase Month/Day/Year	Number of Call Contracts Purchased	Purchase Price Per Call Contract	Amount Paid (Excluding Commissions, Taxes & Fees)	FINAL DISPOSITION Exercised (E), Expired (X), Sold/Closed(C)	DISPOSITION DATE Exercise, Expiration, or Sale Date (Month/Day/Year)

CALL OPTION CONTRACT SALES AND THEIR DISPOSITION

4. I (We) made the following sales of call option contracts **listed in #1 above** on Ambac common stock during the period **October 19, 2005** and **July 18, 2009**, inclusive (in chronological order and must be documented).

Date of Sale Month/Day/Year	Number of Call Contracts Sold	Sale Price Per Call Contract	Amount Received (Excluding Commissions, Taxes & Fees)	FINAL DISPOSITION Assigned (A), Expired (X), Sold/Closed(C)	DISPOSITION DATE Assigned, Expiration, or Sale Date (Month/Day/Year)

CALL OPTION CONTRACT HOLDINGS AS OF JULY 18, 2009

5. Number of call option contracts **listed in #1 above** of Ambac common stock held at the close of trading on **July 18, 2009**. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF CALL CONTRACTS

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART II: SCHEDULE OF TRANSACTIONS IN AMBAC SECURITIES

F. AMBAC PUT OPTION CONTRACTS ONLY

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

1. THIS PAGE CONTAINS TRANSACTIONS FOR THE FOLLOWING **PUT** OPTION CONTRACT ONLY:

Expiration Date (Month/Day/Year)	Strike Price
	\$

IF YOU ARE LISTING MORE THAN ONE TYPE OF PUT OPTION CONTRACT, YOU MUST PHOTOCOPY THIS PAGE AND LIST EACH SEPARATE TYPE OF PUT OPTION CONTRACT ON ITS OWN SEPARATE PAGE.

PUT OPTION CONTRACTS BEGINNING POSITION

2. Number of put option contracts **listed in #1 above** on Ambac common stock held at the beginning of trading on **October 19, 2005**. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF PUT CONTRACTS

PUT OPTION CONTRACT SALES AND THEIR DISPOSITION

3. I (We) made the following sales of put option contracts **listed in #1 above** on Ambac common stock during the period **October 19, 2005** and **July 18, 2009**, inclusive (in chronological order and must be documented).

Date of Sale Month/Day/Year	Number of Put Contracts Sold	Sale Price Per Put Contract	Amount Received (Excluding Commissions, Taxes & Fees)	FINAL DISPOSITION Assigned (A), Expired (X), Re-Purchased/ Closed(C)	DISPOSITION DATE Assigned, Expiration, or Re-Purchased Date (Month/Day/Year)

PUT OPTION CONTRACT RE-PURCHASES AND THEIR DISPOSITION

4. I (We) made the following re-purchases of put option contracts **listed in #1 above** on Ambac common stock during the period **October 19, 2005** and **July 18, 2009**, inclusive (in chronological order and must be documented).

Date of Re-Purchase Month/Day/Year	Number of Put Contracts Re-Purchased	Purchase Price Per Put Contract	Amount Paid (Excluding Commissions, Taxes & Fees)	FINAL DISPOSITION Exercised (E), Expired (X), Sold/Closed (C)	DISPOSITION DATE Exercise, Expiration, or Sale Date (Month/Day/Year)

PUT OPTION CONTRACT HOLDINGS AS OF JULY 18, 2009

5. Number of put option contracts **listed in #1 above** of Ambac common stock held at the close of trading on **July 18, 2009**. (If none, write "zero" or "0"; if other than zero, must be documented.)

NUMBER OF PUT CONTRACTS

IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim form under the terms of the Plan of Allocation of Net Settlement Fund described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York (the "Court"), with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment(s) entered in connection with the Settlements in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in Ambac securities, if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Ambac securities during the Class Period and know of no other person having done so on my (our) behalf.

PART IV. RELEASES AND WARRANTIES

RELEASE GIVEN BY THE CLASS WITH RESPECT TO THE AMBAC SETTLEMENT

1. If the Ambac Settlement is approved, the Court will enter a Judgment with respect to the Ambac Settlement. The Judgment with respect to the Ambac Settlement will dismiss with prejudice claims asserted against Ambac and the Individual Defendants. As specified in paragraph 3 of the Stipulation, pursuant to the Judgment, which shall be entered by the Court, upon the Effective Date, Plaintiffs and each of the Class Members shall release, and shall be deemed by operation of law to have fully, finally and forever released, relinquished, waived, discharged and dismissed, each and every Settled Claim Against Ambac and Individual Defendants (as defined in ¶3 below), and shall forever be enjoined and barred from prosecuting any or all Settled Claims Against Ambac and Individual Defendants, against any Released Ambac Party (as defined in ¶4 below). Plaintiffs further covenant on their own behalf and on behalf of the Class not to sue any Released Ambac Party on the basis of any of the Settled Claims Against Ambac and Individual Defendants or to assist any person in commencing or maintaining any suit relating to any Settled Claims Against Ambac and Individual Defendants, including any derivative suit.
2. "Unknown Claims" with respect to the Ambac Settlement is defined in paragraph 1(mmm) of the Stipulation and means (i) any and all Settled Claims Against Ambac and Individual Defendants that any Plaintiff and/or Class Member, and each of their agents or attorneys, or their current or former officers, directors or employees, does not know or suspect to exist in his, her or its favor at the time of the release of the Released Ambac Parties, and (ii) any Released Ambac Parties' Claims (as defined in ¶6 below) that Ambac and the Individual Defendants, and each of their agents or attorneys, or their current or former officers, directors or employees, do not know or suspect to exist in their favor, which in the case of both (i) and (ii) if known by them might have affected their settlement with and release of the Released Ambac Parties (or Plaintiffs, as appropriate), or might have affected their decision not to object to the Settlement or not exclude themselves from the Class. With respect to any and all Settled Claims Against Ambac and Individual Defendants and Released Ambac Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Ambac Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 and analogous statutes, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims Against Ambac and Individual Defendants, but each Plaintiff shall expressly – and each Class Member by operation of the Judgment shall be deemed to have – upon the Effective Date, fully, finally and forever settle and release any and all Settled Claims Against Ambac and Individual Defendants, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and the Ambac Defendants acknowledge, and Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims Against Ambac and Individual Defendants and Released Ambac Parties' Claims was separately bargained for and was a material element of the Settlement.

3. "Settled Claims Against Ambac and Individual Defendants" or "Settled Claims" means any and all manner of claims, actions, causes of actions, suits, controversies, costs, damages, judgments, and demands whatsoever, known or Unknown, suspected or unsuspected, accrued or unaccrued, arising under the laws, regulations or common law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, in law, contract, or in equity, that were, could have been, or might have been asserted in any of the Securities Actions or the Derivative Actions, in connection with, arising out of, related to, or based upon, in whole or in part, directly or indirectly, any action or omission or failure to act, including but not limited to any action or omission or failure to act within the Class Period or relevant periods specified in any of the Derivative Actions. Notwithstanding the foregoing, "Settled Claims" does not include any claims to enforce obligations under the Settlement that survive the Effective Date, if any. Excluded from this paragraph and from the release are the claims arising under the Employee Retirement Income Security Act of 1974 at issue in the ERISA action entitled *Veera v. Ambac Administrative Committee et al.*, No. 10-cv-4191 (HB) ("Veera") that is pending before Judge Harold Baer, Jr. in the Southern District of New York relating to the Ambac Financial Group, Inc. Savings Incentive Plan, provided, however, that nothing herein shall be deemed a waiver by the defendants in Veera of their rights to maintain that any recovery by the Ambac Financial Group, Inc. Savings Incentive Plan pursuant to this Settlement shall offset any recovery by the plaintiffs in Veera.



4. "Released Ambac Parties" is defined in paragraph 1(qq) of the Stipulation and means (i) Ambac and any and all of its current and former parents, affiliates, subsidiaries, predecessors and successors, as well as any and all of its or their current or former officers, directors, employees, agents, insurers, reinsurers, attorneys, auditors, accountants, assigns, creditors, administrators, heirs, estates and legal representatives, (ii) any and all of the Individual Defendants, and any and all of their respective current or former agents, insurers, reinsurers, attorneys, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates and legal representatives, and (iii) any and all of the D&O Insurers and any and all of their respective current or former parents, affiliates, subsidiaries, predecessors, officers, directors, employees, agents, insurers, reinsurers, attorneys, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates and legal representatives. Notwithstanding any other provision to the contrary herein, Released Ambac Parties does not include the Underwriter Defendants and does not include RLI Insurance Company. Notwithstanding any other provision to the contrary herein, nothing in the Stipulation of Settlement is intended to, and the Settlement and Stipulation do not, reflect or effect a release of RLI Insurance Company by any party.
5. As specified in paragraph 4 of the Stipulation, the Judgment with respect to the Ambac Settlement also will provide that each of the Released Ambac Parties, shall release and be deemed by operation of law to have released, waived, discharged and dismissed each and every of the Released Ambac Parties' Claims (as defined in ¶6 below), and shall forever be enjoined from prosecuting any or all of the Released Ambac Parties' Claims against Plaintiffs, their officers, directors, employees, agents and attorneys, and all other Class Members. Notwithstanding any provision herein to the contrary, no provision of the Ambac Settlement represents or should be deemed to represent a release by the Released Ambac Parties of any claim against the D&O Insurers; any such releases will be set out solely in a separate Insurer Agreement.
6. "Released Ambac Parties' Claims" is defined in paragraph 1(ss) of the Stipulation and means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown, foreseen or unforeseen, whether arising under federal, state, common or foreign law, which arise out of the institution, prosecution or settlement of the Securities Actions, that have been or could have been asserted by any or all of the Released Ambac Parties against Plaintiffs or Plaintiffs' Counsel, or against the Class Members. Released Ambac Parties' Claims does not include any claims by any Released Ambac Party that may be necessary to enforce the Settlement, which survive the Effective Date, if any. Notwithstanding any other provision to the contrary herein, Released Ambac Parties' Claims shall not include any claims by the Released Ambac Parties against RLI Insurance Company, the Underwriter Defendants, or the D&O Insurers.

RELEASES GIVEN BY THE UNDERWRITER CLASS WITH RESPECT TO THE UNDERWRITER SETTLEMENT

7. If the Underwriter Settlement is approved, the Court will enter a Judgment with respect to the Underwriter Settlement. The Judgment with respect to the Underwriter Settlement will dismiss with prejudice claims asserted against the Underwriter Defendants and will provide that Plaintiffs and all other members of the Underwriter Class shall be deemed to have – and by operation of the Judgment shall have – fully and finally released, relinquished, waived, discharged and dismissed each and every Settled Claims Against Underwriter Defendants (as defined in ¶9 below), including Unknown Claims (as defined in ¶8 below), against the Released Underwriter Parties (as defined in ¶10 below), and shall forever be enjoined from prosecuting any or all Settled Claims Against Underwriter Defendants against the Released Underwriter Parties.
8. "Unknown Claims" with respect to the Underwriter Settlement means any and all Settled Claims Against Underwriter Defendants that any Plaintiff and/or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Underwriter Parties, and any Released Underwriter Parties' Claims (as defined in ¶12 below) that the Underwriter Defendants, their agents or attorneys, or their current or former officers, directors or employees do not know or suspect to exist in their favor, which if known by them might have affected their settlement with and release of the Released Underwriter Parties (or Plaintiffs, as appropriate), or might have affected their decision not to object to this Settlement or not exclude themselves from the Class. With respect to any and all Settled Claims Against Underwriter Defendants and Released Underwriter Parties' Claims, the Settling Parties Against Underwriter Defendants stipulate and agree that, upon the Effective Date, Plaintiffs and the Underwriter Defendants, their agents or attorneys, and their current or former officers, directors or employees shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 and analogous statutes, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims Against Underwriter Defendants, but each Plaintiff shall expressly – and each Class Member by operation of the Judgment shall be deemed to have – upon the Effective Date, fully, finally and forever settled and released any and all settled claims as set forth below, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and the Underwriter Defendants acknowledge, and Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims Against Underwriter Defendants and Released Underwriter Parties' Claims was separately bargained for and was a material element of the Settlement.



