

# EXHIBIT D

## TAX PAYMENT AGREEMENT

This Agreement, effective <sup>may</sup> April ~~17~~, 2017, is by and among Triad Guaranty Inc., a Delaware corporation ("Parent"), Triad Guaranty Insurance Corporation ("TGIC"), an Illinois corporation, and Triad Guaranty Assurance Corporation ("TGAC"), an Illinois corporation.

### Recitals

Parent and TGIC entered into an agreement executed on February 3, 1994, effective October 18, 1993, regarding the filing of consolidated federal tax returns under the provisions of Section 1501, *et seq.*, of the Internal Revenue Code of 1986, as amended (the "Tax Allocation Agreement"). Pursuant to an amendment effective December 7, 2004, TGAC, a wholly owned subsidiary of TGIC, agreed to become a party to the Tax Allocation Agreement.

Parent is a debtor in a voluntarily filed proceeding in the United States Bankruptcy Court for the District of Delaware, Case No. 13-11452, seeking protection under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Proceeding").

On December 11, 2012, an Order of Rehabilitation pursuant to the provisions of Article XIII of the Illinois Insurance Code, 215 ILCS 5/187, *et seq.* was entered against TGIC and TGAC by the Circuit Court of Cook County, Illinois, Case No. 12 CH 43895.

The parties now wish to enter into this Agreement with respect to the overpayment and repayment of income taxes made or received on or after the effective date of this Agreement.

### Terms

1. If TGIC or TGAC (each a "Member" of the affiliated tax group) makes a payment to the Parent (or directly to the United States Treasury) for any taxable year in excess of its liability computed under Article 2.1 of the Tax Allocation Agreement (prior to filing the return), the amount of the overpayment (the "Overpayment") shall be repaid to that Member. The repayment shall be made by the Parent (i) endorsing the applicable refund, or (ii) making payment to the Member, upon receipt of the refund from the United States Treasury. Any payment made by a Member shall not be deemed property of the Parent's bankruptcy estate. Any refund from the United States Treasury, to the extent of any Overpayment, shall be deemed to be solely the property of the Member that generated the refund as determined consistent with the Tax Allocation Agreement. Such refund, in an amount equal to the Overpayment, shall not constitute property of the Parent or its bankruptcy estate. Parent's obligation to repay any Overpayment under this Agreement shall be a superpriority administrative obligation senior to all other administrative expenses other than the Parent's obligation to pay fees to the United States Trustee in the Bankruptcy Proceeding. Notwithstanding the direct payment to the United States Treasury permitted hereby, nothing in this Agreement shall alter the terms of the Tax Allocation Agreement, including but not limited to Article 2.1.


2. Subsequent changes in the amount of a Member's tax liability shall not be considered a dividend or surplus contribution, as the case may be, but shall be considered an inter-company adjustment on the books of the Members.

3. The repayment of the Overpayment by the Parent to a Member pursuant to this Agreement shall not be deemed a violation of the automatic stay or any other provision of the Bankruptcy Code.

4. This Agreement is not intended as an amendment to the Tax Allocation Agreement. To the extent the provisions of this Agreement are inconsistent with the provisions of the Tax Allocation Agreement, this Agreement shall govern; provided, however, that no party to this Agreement shall argue that the direct payment accommodation in paragraph i hereof effects any change to the consolidated agent under the Tax Allocation Agreement or otherwise alters the terms of the Tax Allocation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers below.

TRIAD GUARANTY INC.

By:  \_\_\_\_\_

TRIAD GUARANTY INSURANCE COMPANY

By:  \_\_\_\_\_

TRIAD GUARANTY ASSURANCE COMPANY

By:  \_\_\_\_\_