

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID s3261

In re:
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Case Number:
3:09-bk-07047-JAF

Amount/Classification
Undetermined Unsecured Disputed
Undetermined Secured Disputed

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property
If necessary, please cross out pre-printed address and write in change of address.
21836929003357 JACKSONVILLE, FLORIDA
COLE TAYLOR BANK
9550 WEST HIGGIN RD.
ROSEMONT
DES PLAINES, IL 60018-4906
CLERK, U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

The amount(s) reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed "CUD", a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number () ☒ Check box if address is where Notice is to be sent.

Name and address where payment should be sent (if different from above):

☐ Check this box if you are the debtor or trustee in this case.

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on:

Payment Telephone Number ()

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **1,778,971.26**

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: **SEE ATTACHED**

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Nature of property or right of setoff: Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other

Value of Property: \$ Annual Interest Rate: % if any: \$

5. PRIORITY CLAIM

☐ Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ().

* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.)

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).

By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020

By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317

THIS SPACE FOR COURT USE ONLY

T, B & W Mortgage Corp.
03037

DATE
6/14/10

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Scanned: 6/15/2010-12:18:12 PM
David J. Ide, Treasurer

ADDENDUM TO PROOF OF CLAIM

In Case No.: 3:09-bk-07047-JAK
Taylor, Bean & Whitaker Mortgage Corp.

FOR

COLE TAYLOR BANK

Please note that these amounts are subject to change based on, among other things, the determination or receipt of any amounts under the currently ongoing reconciliation. Cole Taylor Bank reserves the right to amend, revise, or supplement this claim as necessary

Escrow funds fronted by Cole Taylor at time of servicing transfer	656,526.20
MIP funds fronted by Cole Taylor for FHA insurance (to date)	137,643.87
MIP funds fronted by Cole Taylor for USDA insurance (to date)	93,706.76
Principal balance of 2 purchased loans that did not transfer	232,880.00
Consultant (Bank of Manhattan Capital)	262,061.66
Draper & Kramer insurance processing fees (to date)	111,358.46
August 2009 Principal & Interest Payments	115,116.86
September 2009 Principal & Interest Payments	4,906.80
Interest on AOT (principal paid off in August 2009)	14,770.65
Legal costs	<u>150,000.00</u>
Total	1,778,971.26

David J. Ide
Group Senior Vice President
Treasurer

9550 West Higgins Road
Rosemont, IL 60018
(847) 653 7140 / office
(630) 336 2962 / cell
(847) 653 7881 / fax
www.coletaylor.com
dide@coletaylor.com



**MORTGAGE LOAN PARTICIPATION SALE AGREEMENT
(AOT Program – Agency Securities)**

by and among

COLONIAL BANK,
COLE TAYLOR BANK,
each as Purchaser

and

COLONIAL BANK,
as Administrative Agent and Custodian,

and

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,
as Seller

Dated as of July 30, 2009

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Definitions.....	1
Section 2. Purchases of Participation Certificates.....	7
Section 3. Takeout Commitments.....	10
Section 4. Issuance and Delivery of Participation Certificate.....	10
Section 5. Mortgage Pool Servicing.....	12
Section 6. Seller Covenants Regarding Transfer of Servicing.....	16
Section 7. Intent of Parties; Security Interest.....	17
Section 8. Conditions Precedent.....	19
Section 9. Representations and Warranties.....	20
Section 10. Covenants of the Seller.....	24
Section 11. Term.....	27
Section 12. Exclusive Benefit of Parties; Assignment.....	28
Section 13. Amendment; Waivers.....	28
Section 14. Effect of Invalidity of Provisions.....	28
Section 15. Governing Law.....	29
Section 16. Notices.....	29
Section 17. Execution in Counterparts.....	29
Section 18. Confidentiality.....	29
Section 19. Acknowledgments.....	29
Section 20. Authorizations.....	29
Section 21. Securitization Transaction.....	29
Section 22. Retention of Counsel.....	30
Section 23. Dispute Resolution.....	30
Section 24. [Reserved].....	30
Section 25. Interpretation of Agreement.....	30
Section 26. Survival of Representations and Warranties.....	30
Section 27. Consent To Jurisdiction; Venue.....	31
Section 28. Waiver of Jury Trial.....	31
Section 29. Document Contains Entire Agreement.....	31
Section 30. Seller Default.....	31
Section 31. Waiver of Automatic Stay.....	31
Section 32. Purchase of the Seller's Retained Interest in Mortgage Loans.....	32
Section 32. The Administrative Agent.....	32

SCHEDULE I Notices and Authorizations

EXHIBIT A	Form of Takeout Commitment Assignment
EXHIBIT B	Form of Participation Certificate (Colonial)
EXHIBIT C	Seller's Wire Transfer Instructions
EXHIBIT D	Form of Officer's Certificate
EXHIBIT E	Form of Opinion of Counsel to the Seller

MORTGAGE LOAN PARTICIPATION SALE AGREEMENT (AOT Program – Agency Securities)

This MORTGAGE LOAN PARTICIPATION SALE AGREEMENT (AOT Program – Agency Securities) (together with the exhibits, schedules and annexes hereunder, as may be amended and supplemented from time to time, referred to hereinafter as the "Agreement") is dated as of July 30, 2009, by and among **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**, a Florida corporation, whose address is 101 N.E. 2nd Street, Ocala, Florida 34470, as seller (the "Seller"), **COLE TAYLOR BANK**, a _____ banking corporation, whose address is 9550 West Higgins Road, Rosemont, Illinois 60018, its successors and assigns, as purchaser ("Co-Purchaser"), **COLONIAL BANK**, an Alabama banking corporation, formerly known as Colonial Bank, N.A., a national banking association, and its successors and assigns, whose address is 100 Colonial Bank Boulevard, Montgomery, Alabama 36117, its successors and assigns, as purchaser ("Colonial"), and together with Co-Purchaser, individually, a "Purchaser" and collectively, the "Purchasers"), and **COLONIAL**, as administrative agent and custodian for itself and the other purchasers (the "Administrative Agent" or the "Custodian").

RECITALS

WHEREAS, the Seller desires to sell from time to time to the Purchasers up to an aggregate of ninety-nine percent (99%) of the Seller's right, title and interest in and to designated pools of fully amortizing first or second lien residential Mortgage Loans (defined below) (each such pool of Mortgage Loans so purchased and sold, a "Mortgage Pool"), each in the form of a participation interest in such Mortgage Pool, evidenced by a Participation Certificate, and each Purchaser, at its sole election, agrees to purchase such Participation Certificate evidencing such participation interest in such Mortgage Pool, from Seller in accordance with the terms and conditions set forth in this Agreement and the Custodial Agreement (as defined below).

WHEREAS, the Seller will be retained as servicer of the Mortgage Loans because (i) the Seller (or one or more of its subsidiaries, affiliates or customers) originated the Mortgage Loans in the ordinary course of its business, (ii) the Seller is familiar with servicing the Mortgage Loans and the servicing standards, and (iii) the Seller has the administrative and other staff and agents necessary to most effectively service the Mortgage Loans under the servicing standards. Accordingly, other entities could not comparably service the Mortgage Loans as efficiently as the Seller (or a subservicer under the control and supervision of the Seller) and servicing the Mortgage Loans by any entity other than the Seller (or a subservicer under the control and supervision of the Seller) could result in a diminution in the value of the participation interests purchased by the Purchasers.

WHEREAS, the Seller acknowledges that it will use its commercially reasonable efforts to cause each participation interest in a Mortgage Pool purchased hereunder as evidenced by a Participation Certificate to be converted into an Agency Security relating to such Mortgage Pool, such Agency Security to be backed by and to relate to the Mortgage Loans. In furtherance thereof, the Seller agrees to use its commercially reasonable efforts to cause the related Agency Security to be issued and delivered on or before the Settlement Date under the terms and conditions provided herein.

WHEREAS, coincident with each Mortgage Pool purchase, the Seller will have validly assigned to the Purchasers all of the Seller's rights and obligations under one or more forward purchase commitments each evidencing an institution's commitment to purchase on a mandatory basis on a designated purchase date an agreed upon principal amount of the related Agency Security.

WHEREAS, the Purchasers have agreed to retain the Administrative Agent and Custodian to provide administrative and custodial services on behalf of the Purchasers in connection with the participation interest in the Mortgage Loans and the Agency Securities and any funds and proceeds derived therefrom.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions.

Capitalized terms used in this Agreement shall have the meanings ascribed to them below:

"Accepted Servicing Practices": With respect to each Mortgage Loan, such standards which comply with the applicable standards and requirements under: (i) an applicable Agency Program and related provisions of the applicable Agency Guide pursuant to which the related Agency Security is intended to be issued, (ii) any applicable FHA and/or VA program and related provisions of applicable FHA and/or VA servicing guidelines, and/or (iii) such other applicable servicing standards and requirements, which are customary and usual in the mortgage servicing industry in the United States.

"Administrative Agent Fee": Shall have the meaning ascribed thereto in Section 33(i) of this Agreement.

"Affiliate": With respect to any specified entity, any other entity controlling or controlled by or under common control with such specified entity. For the purposes of this definition, "control" when used with respect to any specified entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" having meanings correlative to the foregoing.

"Agency": The Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("Fannie Mae"), and the Federal Home Loan Mortgage Corporation ("Freddie Mac"), as applicable.

"Agency Approvals": Shall have the meaning ascribed thereto in Section 9(a)(ix) of this Agreement.

"Agency Guaranty Fee": Such fee, payable monthly in arrears by the Seller to the Agency, as set by the Agency and as in effect at the time a Transaction is commenced, the amount of which, with respect to each Mortgage Loan and any date of determination, shall be calculated on a Mortgage Loan-by-Mortgage Loan basis and equal to the product of: (i) outstanding principal balance of such Mortgage Loan on which interest accrued in the related preceding calendar month, (ii) the Agency Guaranty Fee Rate and (iii) a fraction, the numerator of which is the 30 and the denominator of which is 360.

"Agency Guaranty Fee Rate": The rate (expressed as a percentage) set forth on the Mortgage Loan Schedule for agency guaranty fee.

"Agency Guide": Respecting GNMA Securities, the "*GNMA Mortgage-Backed Securities Guide*"; respecting Fannie Mae Securities, the Fannie Mae "*Selling Guide*" and the Fannie Mae "*Servicing Guide*"; and respecting Freddie Mac Securities, the Freddie Mac "*Sellers' and Servicers' Guide*"; in each case as such Agency Guide may be amended and supplemented from time to time.

"Agency Program": The specific mortgage-backed securities swap or purchase program under the relevant Agency Guide or as otherwise approved by the Agency pursuant to which the Agency Security for a given Transaction is to be issued.

"Agency Security": A fully modified pass-through mortgage-backed certificate guaranteed by GNMA, a guaranteed mortgage pass-through certificate issued by Fannie Mae, or a mortgage participation certificate issued by Freddie Mac, in each case representing or backed by the Mortgage Pool which is the subject of a Transaction. The particular Agency Security for the relevant Agency is alternatively referred to as: "GNMA Securities" (in the case of GNMA), "Fannie Mae Securities" (in the case of Fannie Mae) and "Freddie Mac Securities" (in the case of Freddie Mac).

"Agency Security Face Amount": The original unpaid principal balance of the Agency Security.

"BMA Guide": The uniform practices for the clearance and settlement of mortgage-backed securities and other related securities, published (and periodically updated as supplemented) by the Securities Industry and Financial Markets Association, successor by merger to The Bond Market Association ("SIFMA"), as such BMA Guide may be amended and supplemented from time to time.

"Breach": Shall have the meaning ascribed thereto in Section 9(d) of this Agreement.

"Business Day": Any day other than (a) a Saturday, Sunday, (b) any other day on which banking institutions in the City of Montgomery, Alabama or the jurisdiction in which the Custodian's custodial offices are

located are authorized or obligated by law to be closed, or (c) a day on which banks in the State of New York are closed for business.

"Clearing Agreement": The Clearing and Custodial Agreement (AOT Program), dated as of the date hereof, by and among the Seller, the Purchasers, the Administrative Agent and The Bank of New York Mellon Trust Company, N.A. (and the exhibits, schedules and annexes thereunder, as may be amended and supplemented from time to time), in form and substance acceptable to the parties.

"Collateral": Shall have the meaning ascribed thereto in Section 7(d) of this Agreement.

"Custodial Account": Shall have the meaning ascribed thereto in Section 5(c) of this Agreement.

"Custodial Agreement": The Custodial Agreement (AOT Program – Agency Securities), dated as of the date hereof (and the exhibits, schedules and annexes thereunder, as may be amended and supplemented from time to time), by and among the Seller, the Purchasers and the Custodian, in form and substance acceptable to the parties.

"Deficient Mortgage Loans": Shall have the meaning ascribed thereto in Section 9(d) of this Agreement.

"Designated Servicer": Shall have the meaning ascribed thereto in Section 5(e) of this Agreement.

"Electronic Tracking Agreement": The Electronic Tracking Agreement, dated as of the date hereof (and the exhibits, schedules and annexes thereunder, as same may be amended and supplemented from time to time), by and among the Seller, Purchaser, MERS and MERSCORP, Inc., in form and substance acceptable to the parties.

"Escrow Payments": With respect to any Mortgage Loan, the amounts constituting ground rents, taxes, assessments, water rents, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges, and any other payments required to be escrowed by the related mortgagor with the mortgagee pursuant to the Mortgage or any other related document.

"FDIC": The Federal Deposit Insurance Corporation, or any successor thereto.

"FHA": The Federal Housing Administration, or any successor thereto.

"GAAP": Generally accepted accounting principles in the United States applied on a consistent basis.

"Good Delivery": The meaning ascribed to such term in the BMA Guide in connection with the standard requirements for the delivery and settlement of an Agency Security.

"Governmental Authority": The United States, any State and any political subdivision thereof, whether state or local, and any agency, department, commission, board, bureau, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"HUD": The United States Department of Housing and Urban Development, or any successor thereto.

"Initial Balance": The aggregate outstanding principal balance of the Mortgage Loans evidenced by a Participation Certificate as of the related Purchase Date.

"Initial Remittance Date": Shall have the meaning ascribed thereto in Section 4(c) of this Agreement.

"LIBOR": The London Interbank Offered Rate -- British Bankers Fixing to U.S. Dollars conducted each London business day at 11:00 a.m. (London Time) as quoted on the EDS screen on Bloomberg for the appropriate term(s) ranging from 7 days to 12 months. If on any Purchase Date, no quotation appears on EDS screen on Bloomberg by 9:00 a.m. (Montgomery time), LIBOR will be the rate determined by the Administrative Agent on the basis of the rates at which deposits in United States Dollars are offered by major banks in the London interbank market at approximately 11:00 a.m. (London time) on the Purchase Date to prime banks in the London interbank market for deposits for the term of the related purchase and in a principal amount equal to an amount that is representative for a single transaction in such market at such time. The Administrative Agent will request

quotations of such rate from four such banks. If at least two such quotations are provided, LIBOR will be the arithmetic mean (rounded upward, if necessary, to the nearest one hundred thousandth of a percentage point) of the quoted rates. If fewer than two quotations are provided as requested, the rate for such Advance will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Administrative Agent, at approximately 11:00 a.m. (Montgomery time) on the first day of such purchase for loans in United States Dollars to leading European banks for the term of the related purchase in a principal amount equal to an amount that is representative for a single transaction in such market at such time. In no event shall the LIBOR be less than the floor rate per annum equal to 2.50%.

"Losses": Shall have the meaning ascribed thereto in Section 5(a) of this Agreement.

"MERS": Mortgage Electronic Registration Systems, Inc. which is the mortgagee of record for all Mortgage Loans in the MERS System.

"MERS Designated Mortgage Loan": A Mortgage Loan that is recorded on the MERS System.

"MERS System": The system of recording transfers of mortgages electronically maintained by MERS.

"Mortgage": A first or second lien mortgage, deed of trust or deed to secure debt, as applicable, securing a Mortgage Note.

"Mortgage File": The items pertaining to each Mortgage Loan (other than the Mortgage Loan Documents required to be delivered to the Custodian pursuant to the Custodial Agreement) and Agency Program as described in the relevant Agency Guide.

"Mortgage Loan": Each mortgage loan included in a Mortgage Pool, in each case secured by a Mortgage on a one- to four-family residence and (if so required by the relevant Agency Program) eligible to be either guaranteed by VA and/or insured by FHA, or insured by a private mortgage insurer, as applicable.

"Mortgage Loan Documents": With respect to any Mortgage Loan, the originals of the Mortgage Notes and other documents and instruments required to be delivered to the Custodian in connection with each Transaction, all pursuant to the Custodial Agreement.

"Mortgage Loan Remittance Report": Shall have the meaning ascribed thereto in Section 5(a) of this Agreement.

"Mortgage Loan Schedule": With respect to each Transaction, the list or schedule of all the Mortgage Loans prepared in the form required for submission to the applicable Agency for securitization, together with such information as is required under the relevant Agency Program.

"Mortgage Note": A promissory note or other evidence of indebtedness of the obligor thereunder, representing a Mortgage Loan, and secured by the related Mortgage.

"Mortgage Pool": Shall have the meaning ascribed thereto in the introductory recitals to this Agreement.

"Mortgage Pool Ownership Interest": Shall have the meaning ascribed thereto in Section 2(c)(iii) of this Agreement.

"Mortgaged Property": The real property securing repayment of the debt evidenced by a Mortgage Note.

"Officer's Certificate": A certificate of an authorized officer of Seller, substantially in the form attached hereto as Exhibit D.

"Outstanding Transaction": Shall have the meaning ascribed thereto in Section 11 of this Agreement.

"Participation Certificate": A certificate issued in the name of the Administrative Agent for the benefit of the related Purchaser and delivered to the Custodian by the Seller in connection with each Transaction, substantially

in the form attached hereto as Exhibit B, such certificate to evidence a beneficial ownership interest in the related Mortgage Pool.

"Person": Any individual, partner, partnership, firm, corporation, trust, unincorporated organization or other organizational entity, or a governmental body or any department or agency thereof.

"Pooling Documents": Each of the original schedules, forms and other documents (other than the Mortgage Loan Documents) required as of the date of determination to be delivered by or on behalf of the Seller to the relevant Agency and/or the Custodian, as further described in the Custodial Agreement, which required documents may be amended by the relevant Agency at any time, and in such case the Pooling Documents hereunder will be required to satisfy such new requirements.

"Purchase Date": As to a given Transaction, the date of Seller's sale and the related Purchaser's purchase of a participation interest in the designated Mortgage Pool, as evidenced by such Purchaser's payment to the Seller of the Purchase Price.

"Purchase Price": With respect to any Participation Certificate, an amount equal to the product of the (A) Initial Balance, (B) Takeout Price and (C) the percentage of the related Purchaser's beneficial ownership interest in the Mortgage Loans as set forth in the Participation Certificate.

"Qualified Depository": A depository institution, the accounts of which are insured by the FDIC, which meets the applicable requirements of the relevant Agency for maintaining custodial collection accounts and escrow accounts in connection with servicing mortgage loans underlying an Agency Security.

"Qualified Insurer": A mortgage guaranty insurance company duly authorized and licensed where required by law to transact mortgage guaranty insurance business and approved as an insurer by the applicable Agency.

"Qualified Substitute Mortgage Loan": Shall mean a Mortgage Loan (i) that, when aggregated with other Qualified Substitute Mortgage Loans being substituted on such Transfer Date, has an outstanding principal loan balance, after application of all payments of principal due and received during or prior to the month of substitution, equal to the outstanding principal loan balance of the Mortgage Loan being substituted on the related Transfer Date and (ii) that complies, as of the related Transfer Date, with each of the representations and warranties made by Seller concerning the Mortgage Loan contained in this Agreement.

"Reference Rate": With respect to a Participation Certificate shall have the meaning set forth in the related Participation Certificate.

"Remittance Date": The 25th day of each calendar month (or if such day is not a Business Day, the Business Day immediately following such 25th day).

"Repurchase Price": With respect to any Mortgage Loan, a price equal to (i) the product of the (A) Initial Balance, (B) Takeout Price and (C) the percentage of the related Purchaser's beneficial ownership interest in the Mortgage Loans as set forth in the Participation Certificate, plus (ii) interest on such Initial Balance at a rate equal to the Reference Rate from the date on which interest has been paid and distributed to Purchaser to the date of repurchase.

"Scheduled Delivery Date": The date of delivery of any Agency Security to be delivered by an Agency to the Administrative Agent for the benefit of the related Purchaser in connection with a Transaction.

"Security Issuance Deadline": The date by which the Agency Security must be issued and delivered to the related Purchaser, which, unless otherwise agreed to by the Administrative Agent as provided herein, shall occur no later than the Settlement Date.

"Security Issuance Failure": Failure of the Agency Security to be issued for any reason whatsoever on or before the Security Issuance Deadline, or a prior good faith determination by the Seller or the Administrative Agent for the benefit of the related Purchaser that such Agency Security will not be issued on or before such time.

"Servicing Fee": With respect to each Mortgage Loan and any date of determination, the monthly fee payable to the Seller (or to a successor servicer) in arrears for the servicing of such Mortgage Loan in accordance with the terms of this Agreement, such fee being calculated by taking the product of (A) the average outstanding principal balance of all Mortgage Loans (prior to any reductions for principal payments received during the preceding calendar month) as of the preceding due date and (B) the positive difference between the (i) dollar weighted average interest rate payable under the Mortgage Loans, (ii) the Reference Rate as set forth in the Participation Certificate in Exhibit A hereto and (iii) the Administrative Agent Fee and the fee charged by the Custodian and (C) the related Purchaser's beneficial ownership interest in the Mortgage Loans hereunder (expressed as a percentage) and (D) a fraction, the numerator of which is the actual number of days in the month and the denominator of which is 360. The servicing fee shall be payable (and retained by the Seller) from interest collected on the Mortgage Loans.

"Servicing File": With respect to each Mortgage Loan, the file to be held by Seller in trust for the benefit of related Purchaser, solely in a custodial capacity. Such file includes, but is not limited to, originals or copies of all documents in the Mortgage File, computer files, data disks, books, records, data tapes, notes and all additional documents generated as a result of or utilized in originating and servicing each Mortgage Loan.

"Servicing Period": Shall have the meaning ascribed thereto in Section 2(c)(iv) of this Agreement.

"Servicing Termination Events": Shall have the meaning ascribed thereto in Section 5(e) of this Agreement.

"Servicing Transfer Date": Shall have the meaning ascribed thereto in Section 6 of this Agreement.

"Settlement Date": With respect to each Transaction, that date specified as the contractual delivery and settlement date in the related Takeout Commitment pursuant to which the related Purchaser has the right to deliver Agency Securities to the Takeout Buyer.

"Standard Mortgage Loan Representations": Shall have the meaning ascribed thereto in Section 9(b)(iii) of this Agreement.

"Subservicer": Any entity which is subservicing the Mortgage Loans pursuant to a subservicing agreement with Seller. Each Subservicer and the related subservicing agreement shall be approved in advance by the Administrative Agent and shall provide that the subservicing agreement shall automatically terminate upon the termination of the Seller as servicer under this Agreement.

"Takeout Amount": The unpaid principal amount of an Agency Security to be issued in connection with a given Transaction and covered by a particular Takeout Commitment, determined in accordance with Good Delivery requirements, plus accrued interest thereon at a rate equal to the Reference Rate from (and including) the related Purchase Date up to (but excluding) the related Settlement Date.

"Takeout Buyer": Any securities dealer or other financial institution or organization, acceptable to Purchaser, who has entered into a Takeout Commitment.

"Takeout Commitment": A fully executed trade confirmation from the Takeout Buyer to the Seller confirming the details of a forward trade between the Takeout Buyer (as buyer) and the Seller (as seller) constituting a valid, binding and enforceable mandatory delivery commitment by a Takeout Buyer to purchase on the Settlement Date and at a given Takeout Price based on the principal amount of the Agency Security described therein plus accrued interest such that the total paid thereunder shall be equal to the related Takeout Amount.

"Takeout Commitment Assignment": An assignment, substantially in the form attached hereto as Exhibit A, fully completed and executed by the Seller and the Takeout Buyer, if under the related Takeout Commitment the prior written consent of the Takeout Buyer is required, whereby Seller irrevocably assigns its rights and obligations under the Takeout Commitment to the related Purchaser.

"Takeout Price": As to each Takeout Commitment, the purchase price (expressed as a percentage of par) set forth therein.

"Transaction": Shall mean the following, in each case and collectively, (i) each commitment by Purchaser to purchase, and by the Seller to sell, a Mortgage Pool Ownership Interest as evidenced by a Participation Certificate and certain assignments of the Takeout Commitment and Agency Security from the Seller in accordance with the terms and conditions of this Agreement; (ii) the Seller's performance of its obligations under this Agreement, the Custodial Agreement and the Clearing Agreement respecting such Mortgage Pool Ownership Interest and the issuance of the Agency Securities; (iii) the issuance and delivery of the related Agency Security together with the Seller's undertakings respecting the facilitation of such Agency Security issuance; (iv) the delivery of the related Agency Security to the related Takeout Buyer under each Takeout Commitment; (v) the Administrative Agent's exercise of its rights and remedies under this Agreement and/or the Custodial Agreement in the event of a Security Issuance Failure, the Security Issuance Deadline is extended or a failure of a Takeout Buyer to fulfill its obligations under the related Takeout Commitment; and (vi) as appropriate, the Seller's servicing of the Mortgage Pool as described herein.

"Transaction Documents": This Agreement, the Custodial Agreement, the Clearing Agreement and any other agreements, documents, certificates and affidavits executed in connection therewith.

"Transfer Date": Shall mean with respect to a Qualified Substitute Mortgage Loan, the date on which Seller substitutes one or more Mortgage Loans in accordance with Section 9(d) of this Agreement.

"UCC": The Uniform Commercial Code adopted and in effect in the applicable jurisdiction.

"VA": The Department of Veterans Affairs, or any successor thereto.

"Wire Instructions": The wiring instructions, substantially in the form attached hereto as Exhibit C, as provided by the Seller to the Administrative Agent.

Section 2. Purchases of Participation Certificates.

(a) Each Purchaser may, in its sole discretion, from time to time, purchase one or more Participation Certificates from the Seller at the Purchase Price, which the parties believe to be fair market value and adequate consideration for the participation interests purchased by such Purchaser pursuant to this Agreement together with the servicing rights hereunder and which was determined as the result of arm's length negotiations. Prior to each Purchaser's election to purchase any Participation Certificate, such Purchaser shall have received from the Administrative Agent or Custodian (who shall have received from the Seller) on or before the Purchase Date:

(i) an electronic copy of the original Participation Certificate fully completed and executed by Seller in the name of the Administrative Agent for the benefit of such Purchaser and authenticated by Custodian with a copy of the Mortgage Loan Schedule pertaining to the relevant pool of Mortgage Loans attached hereto;

(ii) an electronic copy of the original fully completed and executed written release of security interest from any warehouse lender having a security interest in the Mortgage Loans, addressed to the Administrative Agent for the benefit of the related Purchaser, releasing any and all of such warehouse lender's right, title and interest or claim in such Mortgage Loans, substantially in the form of Exhibit A to the Custodial Agreement;

(iii) an electronic copy of the fully executed Custodial Agreement and Clearing Agreement (the originals of which shall have been delivered to the Administrative Agent for the benefit of the Purchasers);

(iv) an electronic copy of the relevant Pooling Documents and Mortgage Loan Documents (the originals of which shall have been delivered to the Custodian) as such Purchaser may request from time to time; and

(v) the documents described in Section 8 of this Agreement to be received by such Purchaser prior to the commencement of the first Transaction under this Agreement in such form required thereunder.

(b) As a condition to the closing by each Purchaser of the purchase of any Participation Certificate on the Purchase Date, the Administrative Agent on behalf of such Purchaser shall have received from the Seller:

(i) an electronic copy of the original Takeout Commitment covering a Takeout Amount equal to the Agency Security Face Amount or such other instrument evidencing the terms of a forward purchase trade between the related Takeout Buyer and the Seller as provided in the BMA Guide in connection with the related Transaction; provided that the Seller shall deliver to the Administrative Agent for the benefit of such Purchaser an electronic copy of the original Takeout Commitment for the related Transaction within three (3) days of the Purchase Date;

(ii) an electronic copy of the original Takeout Commitment Assignment, duly executed by the Seller and the Takeout Buyer, if under the related Takeout Commitment the prior written consent of the Takeout Buyer is required (or an amendment to the Takeout Commitment permitting the assignment of such Takeout Commitment without the consent of the Takeout Buyer) and evidence that notice of the assignment of such Takeout Commitment to the Administrative Agent has been given to the Takeout Buyer;

(iii) to the extent not previously delivered to the Administrative Agent or the Custodian, an original, fully executed Electronic Tracking Agreement covering any Mortgage Loans which are registered on the MERS System; and

(iv) Such other documents as the Administrative Agent may request from time to time.

All originals of the foregoing documents described in Sections 2(a) and (b) which are not otherwise delivered to the Administrative Agent or the Custodian on behalf of the Purchasers shall be maintained in trust by the Seller as agent for the benefit of the Administrative Agent unless the Administrative Agent requests that such original documents be delivered to and held by the Administrative Agent or the Custodian on behalf of the Purchasers, in which case, the Seller shall promptly deliver same to the Administrative Agent or the Custodian as designated in writing by the Administrative Agent. To the extent that the Seller retains possession of any original documents hereunder, the Seller shall maintain all such documents segregated from its own documents and assets, clearly marked to identify such documents as assets owned by the Administrative Agent for the benefit of the Purchasers.

(c) Simultaneously with the payment by the Administrative Agent on behalf of the related Purchaser of the Purchase Price, in accordance with the warehouse lender's wire instructions or Seller's Wire Instructions, as applicable, with respect to a Participation Certificate, the Seller shall:

(i) irrevocably and absolutely sell, transfer, assign, set over, release and convey to the Administrative Agent for the benefit of the related Purchaser, without recourse but subject to the terms of this Agreement, and the Administrative Agent for the benefit of the related Purchaser shall immediately become vested with beneficial ownership of an undivided participation interest equal to the percentage set forth in the Participation Certificate in (A) all of the Mortgage Loans (but subject to Seller's servicing rights and obligations, as described herein) set forth in the Participation Certificate, (B) subject to the terms hereunder, any payments and recoveries of principal and interest and proceeds respecting any Mortgage Loan due on or after the related Purchase Date, (C) any related payments or proceeds under any related primary insurance, hazard insurance and FHA insurance policies and VA guarantees (if any) and (D) the related Mortgage Loan Documents, Mortgage Files and Servicing Files;

(ii) irrevocably and absolutely assign and set over to the Administrative Agent for the benefit of the related Purchaser an undivided participation interest equal to the percentage set forth in the Participation Certificate in the Seller's right, title and interest, in and to each related Takeout Commitment and shall deliver to the Administrative Agent for the benefit of the related Purchaser the related Takeout Commitment Assignment;

(iii) sell, transfer, set over and convey to the Administrative Agent for the benefit of the related Purchaser an undivided participation interest equal to the percentage set forth in the

Participation Certificate in the Seller's right, title and interest in and to the Agency Security scheduled to be issued by the applicable Agency (the items in the foregoing clauses (i), (ii) and (iii) of this Section 2(c) are collectively, the "Mortgage Pool Ownership Interest"); and

(iv) accept the Seller's appointment and perform its obligations hereunder as servicer of all of the Mortgage Loans and as agent of and for the benefit of the Administrative Agent for the benefit of the Purchasers (and any other assignee thereof) during the period (the "Servicing Period") from and after the Purchase Date through the earliest to occur of (A) the date of actual issuance, delivery and settlement of the Agency Security to the Administrative Agent for the benefit of the related Purchaser, provided such issuance and delivery occurs on or before the Security Issuance Deadline, unless otherwise mutually agreed to by the parties, (B) in the case of a Security Issuance Failure, either (x) any date so designated by the Administrative Agent on behalf of the related Purchaser, but in all events a date occurring no later than the last calendar day of the second month following the month in which the Settlement Date for the related Agency Security was originally scheduled to occur; or (y) the date of the Seller's purchase of the entire Mortgage Pool Ownership Interest from the related Purchaser pursuant to Section 32 hereof, and (C) the date of the termination of Seller as the servicer in accordance with the terms of this Agreement.

Notwithstanding the foregoing, so long as the Seller is acting as servicing agent of the Administrative Agent for the benefit of the Purchasers hereunder, the Seller shall enforce any and all remedies, or exercise any defenses of setoff or otherwise, directly against any mortgagor(s) under the Mortgage Loans.

(d) From time to time, the Seller may make a request of the Administrative Agent on behalf of each Purchaser by telephone or otherwise to enter into a Transaction. The Administrative Agent shall promptly advise each Purchaser of the Seller's request to enter into a Transaction. No Purchaser shall be under any obligation to enter into the Transaction unless and until: (i) it elects to do so, which election shall be evidenced solely by its transfer of appropriate funds to the Administrative Agent and then to the Seller and (ii) the conditions specified herein have been satisfied. Notwithstanding anything to the contrary in this Agreement, no Purchaser shall be required to purchase any Mortgage Loans which are registered on the MERS System unless the Electronic Tracking Agreement is in full force and effect.

(e) If a Purchaser elects to purchase any Participation Certificate, such Purchaser shall pay to the Administrative Agent an amount equal to the Purchase Price for such Participation Certificate by wire transfer of immediately available funds in accordance with the Administrative Agent's wire transfer instructions. Upon receipt thereof from the related Purchaser, the Administrative Agent, on behalf of such Purchaser, shall remit the Purchase Price to the Seller in accordance with the warehouse lender's wire instructions or, if there is no warehouse lender, the Seller's Wire Instructions. In the event that a Purchaser rejects a Participation Certificate for purchase for any reason and/or does not transmit the Purchase Price, (i) any Participation Certificate delivered to the Administrative Agent or the Custodian in anticipation of such purchase shall automatically be null and void and shall be returned by the Administrative Agent or Custodian to the Seller and (ii) if the Administrative Agent or a Purchaser shall nevertheless receive any portion of the related Takeout Amount, the respective party shall hold such funds in trust for the Seller and shall immediately pay such portion of the Takeout Amount received to the Administrative Agent and then promptly transfer same to the Seller in accordance with the Seller's Wire Instructions on the date of receipt thereof by such party if received prior to 11:00 a.m. (Montgomery time) and otherwise, on the next Business Day.

(f) In the event that the Agency Security is not issued on or before the Security Issuance Deadline due to non-performance by the related Agency of any of its obligations under the related Agency Guide in connection with a Transaction or in the event that the applicable Agency fails to issue the Agency Security in the amount set forth in the related Takeout Commitment, the Administrative Agent may consider the Agency in material breach of such Agency Guide in respect of such Transaction and pursue any remedies available to it under such Agency Guide or applicable law. In the event that the Takeout Buyer does not comply with any of its obligations under the related Takeout Commitment or Agency Guide in connection with a Transaction, the Administrative Agent may consider the Takeout Buyer in material breach and pursue any remedies available to it under such Takeout Commitment, Agency Guide or applicable law.

(g) To the extent the Agency Security is not issued on or before the Security Issuance Deadline, or a Security Issuance Failure is otherwise determined to have occurred or a Takeout Buyer fails to fulfill

its obligations under the related Takeout Commitment, then all payments and recoveries of principal and interest and insurance and disposition proceeds respecting any Mortgage Loan due on or after the Purchase Date, net of the Servicing Fee and Agency Guaranty Fee, shall be paid to the Administrative Agent and distributed to the related Purchaser pro rata based on its ownership percentage and in accordance with Sections 4(c) and 4(g) hereof. For purposes of this Section 2(g), the Servicing Fee shall be deemed to exclude the Agency Guaranty Fee. All scheduled payments due prior to the Purchase Date shall be retained by the Seller.

(h) Each Purchaser, upon purchasing a Participation Certificate hereunder, shall have been deemed to have represented to the Seller that (1) it is purchasing the Participation Certificate for its own account and not with a view to or in connection with any subdivision, resale or distribution thereof in violation of the Securities Act of 1933, as amended ("1933 Act") or the terms of this Agreement, and can bear the economic risk related to the purchase of same; (2) the Seller has made available to it or its personal advisers the opportunity to obtain additional information to evaluate the merits and risks of this investment. Each Purchaser acknowledges that the Participation Certificates have not been registered under the 1933 Act or any other applicable state securities laws and that the Seller is relying upon specific exemptions from the registration requirements thereof, and that the Seller is relying upon the truth and accuracy of, and each Purchaser's compliance with, such Purchaser's representations, warranties, covenants, agreements, acknowledgments and understandings set forth herein in order to determine the availability of such exemptions and such Purchaser's eligibility to acquire the Participation Certificate.

(i) Each Purchaser acknowledges that this Agreement and the Participation Certificate represent commercial transactions, not investments, and are not being acquired for resale or with a view for resale and are not intended to constitute a security for purposes of any applicable securities law.

Section 3. Takeout Commitments.

(a) Seller, coincident with the commencement of each Transaction, hereby and thereby assigns and sets over to the Administrative Agent for the benefit of the related Purchaser, without recourse, free and clear of any lien, claim, participation or encumbrance of any kind, an undivided participation interest equal to the percentage set forth in the related Participation Certificate in the Seller's right, title and interest under the related Takeout Commitment, including without limitation, its right and entitlement to receive from the related Takeout Buyer the entire Takeout Amount specified in related Takeout Commitment. Each Purchaser agrees that it will deliver, or cause the Administrative Agent or Custodian to deliver, to the related Takeout Buyer the related Agency Security which is sufficient to satisfy all Takeout Commitments, provided that (i) the Agency Security shall have been issued and delivered to the Administrative Agent for the benefit of the related Purchaser in the Agency Security Face Amount, and at least equal to the Purchase Price, on or before the Settlement Date so as to allow the related Purchaser to effect Good Delivery of the Agency Security to the related Takeout Buyer; (ii) the related Takeout Commitment Assignment is fully completed and executed by the Seller in favor of the Administrative Agent for the benefit of the related Purchaser and executed by the related Takeout Buyer, if under the related Takeout Commitment the prior written consent of the Takeout Buyer is required (or an amendment of the Takeout Commitment permitting the assignment of such Takeout Commitment without the consent of the Takeout Buyer, which shall be provided by the Seller to the related Purchaser upon entering into the related Transaction); and (iii) notice of the Seller's assignment of the related Takeout Commitment to the Administrative Agent for the benefit of the related Purchaser has been given to the related Takeout Buyer. The parties hereto agree that time is of the essence in connection with the Transactions and the fulfillment of their respective obligations thereunder.

(b) As provided herein, in the event a Takeout Buyer fails to perform its obligations under the related Takeout Commitment as determined under the express terms set forth in such Takeout Commitment, the Administrative Agent for the benefit of the related Purchaser may and, at the direction of the related Purchaser shall, consider the Takeout Buyer in material breach of its Takeout Commitment and pursue any remedies available to it under such Takeout Commitment or applicable law.

Section 4. Issuance and Delivery of Participation Certificate.

(a) In connection with each Transaction, the Seller shall cause a fully executed and completed original or electronic copy of a Participation Certificate to be issued in the name of the Administrative Agent for the benefit of the related Purchaser and delivered to the Custodian for authentication and delivery to the Administrative Agent for the benefit of the related Purchaser on or before the Purchase Date. Pursuant to the

Custodial Agreement, the Custodian shall hold the Participation Certificate for the exclusive use and benefit of Administrative Agent for the benefit of such Purchaser, as its bailee, and shall deliver an electronic copy of the Participation Certificate to the Administrative Agent upon authentication. The Administrative Agent shall promptly, upon receipt of a copy of the Participation Certificate, deliver a copy of same to the related Purchaser. The Participation Certificate shall evidence the entire Mortgage Pool Ownership Interest. The Participation Certificate shall, by its terms, cease to evidence a Mortgage Pool Ownership Interest in any or all of the related Mortgage Loans upon (i) the issuance and delivery to the Administrative Agent or the custodian under the Clearing Agreement for the benefit of the Agent on behalf of the related Purchaser of the related Agency Security covered by a Takeout Commitment, (ii) a repurchase of a Deficient Mortgage Loan by the Seller at the Repurchase Price, or (iii) a repurchase of the entire Mortgage Pool Ownership Interest by the Seller at the Repurchase Price in accordance with the terms hereof; provided, however, (to the extent such Purchaser owns a 100% interest therein) the Administrative Agent on behalf of related Purchaser may, and at the request of the related Purchaser shall, cause the Participation Certificate to be canceled in exchange for an absolute assignment and delivery to such Purchaser by the Custodian of the entire related Mortgage Pool Ownership Interest, and provided, further, however, that such Participation Certificate and this Agreement shall continue to be effective in determining the rights of such Purchaser (or other holder of the Participation Certificate) to receive the benefit of any required payments derived from the Mortgage Pool.

(b) Each Purchaser and any subsequent transferee under the Participation Certificate shall be entitled during the term in which a Participation Certificate purchased by it remains in force and effect to sell, transfer, assign, pledge, or otherwise dispose of such Participation Certificate, subject to the transfer restrictions in Section 2(i) hereof, all without the consent of the Seller. Seller shall have no right or obligation to sell, pledge, repurchase, substitute other mortgage loans for, or otherwise dispose of, any of the Mortgage Loans except as otherwise set forth in this Agreement.

(c) Subject to the terms hereof, each Participation Certificate shall provide for monthly remittance by the Seller to the Administrative Agent for the benefit of the related Purchaser (and its successors and assigns) of such Purchaser's portion of the payments of principal (including principal prepayments), interest, and other amounts received by the Seller (or Subservicer) from mortgagors under the related Mortgage Loan during the Servicing Period. The first scheduled Remittance Date for the Seller's remittance of Mortgage Loan payments to the Administrative Agent for the benefit of the related Purchaser (and its successors and assigns) shall occur on the 25th day (or if such day is not a Business Day, on the next Business Day) of each calendar month following the Purchase Date (the "Initial Remittance Date"). The remittance on the Initial Remittance Date, and on each Remittance Date thereafter, shall include the related Purchaser's pro rata portion of all related Mortgage Loan payments plus any related unscheduled payments and insurance and disposition proceeds received by the Seller on or after the Purchase Date less the related Servicing Fee. All such Mortgage Loan payments received by the Seller shall be held by the Seller in trust for the benefit of the Administrative Agent on behalf of the related Purchaser (and its successors and assigns). Seller shall not commingle such Mortgage Loan payments with its own funds and, at all times, shall keep such Mortgage Loan payments segregated from its own funds by depositing such Mortgage Loan payments in a separate Custodial Account established pursuant to Section 5(c) hereof. Seller acknowledges and agrees that such Custodial Account and the funds deposited therein shall not be property of the estate of the Seller as that term is defined in Section 541 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"), in the event of the Seller's bankruptcy.

(d) Seller acknowledges that in connection with the purchase and sale of the Participation Certificate under this Agreement, the Seller shall immediately cause the Administrative Agent or the Custodian to be designated as "interim funder" in the interim funder field of the MERS System.

(e) Each Purchaser (or a subsequent holder of a Participation Certificate) shall surrender, or cause to be surrendered, the Participation Certificate (to the extent in its possession) to the Custodian upon the earliest to occur of (i) the sale or transfer of such Participation Certificate to a subsequent transferee and (ii) the absolute assignment and delivery to such Purchaser of the entire related Mortgage Pool Ownership Interest.

(f) All proceeds or other amounts payable on account of the sale of the Mortgage Loans shall be paid directly by the Takeout Buyer or other purchaser (and the Seller shall so notify each Takeout Buyer and/or purchaser, as applicable, of this requirement) by wire transfer to such account maintained with the Administrative Agent for the benefit of the Purchasers as may be designated thereby for such purpose, pursuant to the

Administrative Agent's wire transfer instructions provided to the Seller, accompanied by a copy of the Takeout Buyer's or other purchaser's, as applicable, written purchase advice. Unless such wire is received by the Administrative Agent on or prior to 1:00 p.m. (Montgomery time) on the date of closing of the Transaction, for purposes of calculation and payment of the amounts due to the related Purchaser on its Participation Certificate, the proceeds of such Transaction shall be deemed to have been received by the Administrative Agent on the next succeeding Business Day. All such proceeds or other amounts payable on account of the Transactions shall be applied in the manner set forth in Section 4(g) hereof.

(g) All proceeds or other amounts payable on account of the Transactions or other disposition of the Mortgage Loan, in each case, net of Servicing Fees and other servicing compensation due to the Seller which shall be retained by the Seller and net of any accrued and unpaid fees payable to and expenses incurred by the Administrative Agent and the Custodian in performing the services hereunder and under the Custodial Agreement, shall be applied on a pro rata basis in accordance with the beneficial ownership interests in the Mortgage Loans owned by each party. The Administrative Agent shall, and is hereby authorized by each Purchaser to, record each purchase of a Participation Certificate and determine and calculate the Reference Rate and amounts due to each Purchaser hereunder and thereunder and record each payment made by the Seller in connection therewith and such other information with respect thereto, and any such determination, calculation or recordation by the Administrative Agent, absent manifest error, shall be conclusive and binding and constitute prima facie evidence of the accuracy of the information so recorded.

Section 5. Mortgage Pool Servicing.

(a) General Servicing Standards; Indemnification; Servicing Compensation. Each of the parties hereto agrees and acknowledges that the beneficial ownership interests in each Mortgage Pool sold hereunder shall be sold to a Purchaser on a servicing-retained basis. The parties hereto agree, however, that the Administrative Agent on behalf of each Purchaser is engaging, and the Administrative Agent does hereby engage, the Seller to provide servicing of each Mortgage Loan in a Mortgage Pool as agent of and for the benefit of the Administrative Agent on behalf of the Purchasers (and their successors and assigns) from the Purchase Date for each Transaction until the expiration or earlier termination of the Servicing Period. Except as otherwise provided hereunder, Seller shall have no further servicing obligations or duties to the Administrative Agent or any Purchaser under the terms of this Agreement with respect to the relevant Mortgage Pool upon the expiration of the applicable Servicing Period.

Seller shall separately service and administer each Mortgage Loan in a Mortgage Pool (which servicing duties shall include special servicing, default administration, workout and liquidation or foreclosure) in a manner that Seller reasonably believes to be in the best interest of the Administrative Agent for the benefit of the Purchasers and in accordance with Accepted Servicing Practices and the terms hereunder, and the Seller shall at all times comply with applicable law, FHA regulations and VA regulations, as applicable, and any other applicable rules or regulations so that (among other things) FHA insurance, VA guarantee, or private mortgage insurance in respect of any Mortgage Loan remains in full force and effect and is not reduced. Seller shall at all times maintain accurate and complete records of its servicing of the Mortgage Loans, and the Administrative Agent or any Purchaser may, at any time during Seller's normal business hours, on reasonable notice, examine such records. In addition, the Seller shall deliver to the Administrative Agent on each Remittance Date (or other date of required remittance of related Mortgage Loan payments) occurring during the Servicing Period a written report regarding the status of those Mortgage Loans, in form and substance of the remittance reports required under the relevant Agency Guide and Agency Program respecting the applicable Agency Security originally scheduled to be issued pursuant to the Transaction (each, a "Mortgage Loan Remittance Report"). Seller, within three (3) Business Days following request of the Administrative Agent, shall provide to the Administrative Agent a detailed report of the status of the related Mortgage Loan and relevant payment information and such other information (including, without limitation, a reconciliation detailing the source of each payment made by the obligors under the related Mortgage Loans so that such payments are traceable) as the Administrative Agent may require as of the date of such request or such other date required by the Administrative Agent. The Administrative Agent shall promptly distribute to the related Purchaser the related Mortgage Loan Remittance Report and any other information or reports received thereby from the Seller.

Seller shall not consent to a modification of the interest rate of a Mortgage Note, defer or forgive the payment thereof or of any principal, reduce the outstanding principal amount (except for actual payments of principal) or extend the final maturity date of a Mortgage Loan during the Servicing Period or at any other time that

it is servicing such Mortgage Loan hereunder without the prior written consent of the Administrative Agent, who shall have obtained the prior written consent of each of the affected Purchasers (and its successors and assigns).

Seller shall indemnify and hold the Administrative Agent and each Purchaser and their respective successors and assigns harmless against any and all actions, claims, liabilities or other losses ("Losses") resulting from or otherwise arising in connection with the failure of the Seller to perform its obligations in strict compliance with the terms of this Agreement (which indemnification shall not include consequential damages but shall include, without limitation, any failure to perform its servicing obligations as set forth hereunder, any failure of a related Takeout Buyer to perform in a timely manner under its related Takeout Commitment if such failure was caused directly by Seller's required action or failure to take action (to the extent that such action is material) under the terms of this Agreement or the related Takeout Commitment, any Losses directly attributable to a Security Issuance Failure if such failure was caused directly by the Seller's required action or failure to take action (to the extent that such action is material) under the terms of this Agreement or such Takeout Commitment, any Losses directly attributable to the improper servicing of the Mortgage Loans and any Losses directly attributable to the failure of an Agency to deliver an Agency Security on the Scheduled Delivery Date if such failure was caused directly by Seller's required action or failure to take action (to the extent that such action is material) under the terms of this Agreement or such Takeout Commitment). Upon a Security Issuance Failure within thirty (30) days after delivery of the related Participation Certificate to the related Purchaser, to the extent that the related Purchaser owns a 100% participation interest in the affected Mortgage Loans, the related Purchaser may complete, or cause the Administrative Agent or the Custodian to complete, the endorsements on the Mortgage Notes and complete and record, or cause to be completed and recorded, the assignments of Mortgages relating to the affected Mortgage Loans.

As compensation for the Seller undertaking servicing duties, during the Servicing Period, the Seller shall be entitled to receive the Servicing Fee and such other servicing compensation (e.g., late fees and assumption fees) as permitted and in such manner provided for under the applicable provisions of the relevant Agency Guide and Agency Program, which the parties believe to be fair market value and adequate consideration for the servicing duties provided pursuant to this Agreement and which was determined as the result of arm's length negotiations.

(b) Seller's Retention of the Mortgage Files and the Servicing Files. Each Servicing File and Mortgage File shall be held by the Seller in order to service the Mortgage Loans pursuant to this Agreement and are and shall be held in trust by the Seller for the benefit of the Administrative Agent on behalf of the related Purchaser as the owner thereof during the Servicing Period or at any other time that it is servicing such Mortgage Loan hereunder for the benefit of the Administrative Agent on behalf of the related Purchaser and its successors and permitted assigns. Seller's possession of each Servicing File and Mortgage File is at the will of the Administrative Agent and each Purchaser for the sole purpose of facilitating servicing of the related Mortgage Loan during the Servicing Period pursuant to this Agreement, and such retention and possession by the Seller shall be in an agency and custodial capacity only. The ownership of each Mortgage Note, Mortgage and related Mortgage Loan Documents, and the contents of each Servicing File and Mortgage File is vested in the Administrative Agent for the benefit of the related Purchaser in accordance with such Purchaser's ownership interest hereunder and the ownership of all records and documents with respect to the related Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Administrative Agent for the benefit of the related Purchaser in accordance with such Purchaser's ownership interest hereunder and shall be retained and maintained, in trust, by the Seller at the will of the Administrative Agent and each Purchaser in such custodial capacity only. The books and records of the Seller (which shall include, without limitation, the Seller's computer records and systems used in originating and servicing Mortgage Loans) and any loan documents related to such Mortgage Loans and held by the Seller in trust for the Administrative Agent on behalf of the Purchasers shall be appropriately marked to clearly reflect the ownership of the related Mortgage Loans by the Administrative Agent for the benefit of the Purchasers (subject to the rights of the relevant Agency upon issuance of the Agency Security). Seller shall release from its custody the contents of any Mortgage File or Servicing File retained by it only in accordance with this Agreement and/or any applicable Agency Guide, unless such release is required as incidental to the servicing of a Mortgage Loan.

(c) Collection and Escrow Accounts. Seller shall establish one or more collection and escrow accounts, each in the form of a demand deposit account, and each titled "Taylor, Bean & Whitaker Mortgage Corp., in trust for Colonial Bank, as Administrative Agent and Custodian for the benefit of the Purchasers -- AOT Program" (each such account, a "Custodial Account"). Such account shall at all times be established with a

Qualified Depository acceptable to the Administrative Agent and the Seller shall promptly deliver to the Administrative Agent evidence of the establishment of such account by delivery to the Administrative Agent of the account information and such other information and certifications as may be required by the Administrative Agent from time to time with respect to such Custodial Account. Each Custodial Account shall be subject to the control of the Administrative Agent for the benefit of the Purchasers.

Any funds deposited in the Custodial Account shall at all times be fully insured by the FDIC to the full extent permitted under applicable law. Seller shall not maintain any of its own funds in the Custodial Account. Seller must deposit all funds (net of the applicable Servicing Fee, Agency Guaranty Fee and other servicing compensation) received with respect to the Mortgage Loans in the Custodial Account immediately upon receipt thereby. Seller shall withdraw promptly any funds from the Custodial Account deposited thereto in error, any funds payable to other purchasers and for other purposes consistent with the applicable servicing provisions of the relevant Agency Guide and Agency Program relating to the Agency Security originally scheduled to be issued in connection with the relevant Transaction. Seller may invest and reinvest the funds in the Custodial Account solely in a manner consistent with the relevant Agency Guide. Seller shall be liable for any investment losses resulting from its investment or disposition of the funds other than in accordance with the terms of this Agreement and shall indemnify the Administrative Agent and the related Purchaser (and its successors and assigns) for such losses. The Administrative Agent on behalf of the Purchasers shall have the option and authority to withdraw funds from the Custodial Account at any time and (to the extent that the Administrative Agent does not maintain such account) the Seller shall provide the Administrative Agent with access to such Custodial Account, or shall remit any such funds to the Administrative Agent immediately upon request thereby to an account designated by the Administrative Agent for the benefit of the Purchasers. In the event that the Custodial Account is not maintained with the Administrative Agent, then the Seller shall enter into, and require that the Qualified Depository enter into, a deposit account control agreement with the Administrative Agent in such form and substance satisfactory to the Administrative Agent, in its sole and absolute discretion.

(d) Subservicers. The Mortgage Loans may be subserviced by a Subservicer on behalf of the Seller provided that the Subservicer is a GNMA-approved issuer, Fannie Mae-approved lender, FHLMC seller/servicer, FHA-approved mortgagee and/or VA-approved lender, in each case in good standing, and no event has occurred, including but not limited to a change in insurance coverage, that would make it unable to comply with the eligibility requirements for lenders/servicers imposed by the relevant Agency Guide or which would require notification to the relevant Agency. The Subservicer shall fully comply with the provisions hereunder. Seller shall notify all relevant Subservicers, at the commencement of each Transaction, of the related Purchaser's Mortgage Pool Ownership Interest and rights and benefits under this Agreement. Seller shall pay all fees and expenses of a Subservicer from its own funds, and a Subservicer's fee shall not exceed the Servicing Fee respecting a particular Mortgage Pool.

At the cost and expense of the Seller, without any right of reimbursement from any custodial collection account, the Seller shall be entitled to terminate the rights and responsibilities of a Subservicer and arrange for any servicing responsibilities to be performed by a successor Subservicer meeting the requirements in the preceding paragraph; provided, however, that nothing contained herein shall be deemed to prevent or prohibit the Seller, at the Seller's option, from electing to service the related Mortgage Loans itself. In the event that the Seller's responsibilities and duties respecting a particular Mortgage Pool expire by reason of expiration or earlier termination of the Servicing Period, if requested to do so by the Administrative Agent, the Seller shall, at its own cost and expense, terminate the rights and responsibilities of any Subservicers as soon as is reasonably possible.

Notwithstanding any of the provisions of this Agreement relating to agreements or arrangements between the Seller and a Subservicer or any reference herein to actions taken through a Subservicer or otherwise, the Seller shall not be relieved of its obligations to the Administrative Agent or the Purchasers (and their successors and assigns) and shall be obligated to the same extent and under the same terms and conditions as if it alone were servicing and administering the Mortgage Loans and the Seller shall remain responsible hereunder for all acts and omissions of a Subservicer as fully as if such acts and omissions were those of the Seller. Seller shall be entitled to enter into an agreement with a Subservicer for indemnification of the Seller by the Subservicer and nothing contained in this Agreement shall be deemed to limit or modify such indemnification.

Any subservicing agreement and any other transactions or services relating to the Mortgage Loans involving a Subservicer shall be deemed to be between the Subservicer and the Seller alone, and neither the

Administrative Agent nor any Purchaser shall have any obligations, duties or liabilities with respect to the Subservicer including no obligation, duty or liability to pay the Subservicer's fees and expenses.

(e) Early Servicing Termination. The Administrative Agent, at the request of all of the Purchasers acting jointly (or any other subsequent holders of the related Participation Certificate) shall have the right, by written notice to the Seller, to effect immediately after any applicable grace period the termination of the Seller's servicing rights and obligations respecting the affected Mortgage Pool in the event any of the following circumstances or events ("Servicing Termination Events") occur and are continuing:

(i) any failure by the Seller to remit to the Administrative Agent for the benefit of the Purchasers (and their successors and assigns) any payment required to be made under the terms of this Agreement or the Participation Certificates which payment failure continues unremedied for a period of two (2) Business Days after the Seller's receipt of demand for payment from the Administrative Agent; or

(ii) failure by the Seller to observe or perform in any material respect any of the Seller's other covenants or agreements set forth in this Agreement or in the other Transaction Documents (after expiration of any grace periods) which continues unremedied for a period of two (2) Business Days (or such longer period provided in the relevant notice to the Seller) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Seller by the Administrative Agent; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Seller; or

(iv) Seller shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Seller or of or relating to all or substantially all of its property; or

(v) Seller shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations; or

(vi) Seller ceases to meet the qualifications for maintaining all Agency Approvals; or

(vii) Seller attempts to assign its right to servicing compensation hereunder or to resell an ownership interest in a Mortgage Pool in a manner inconsistent with the terms of the related Transaction, or the Seller attempts without the consent of the Administrative Agent to sell or otherwise dispose of all or substantially all of its property or assets or to assign this Agreement or the servicing responsibilities hereunder or to delegate its duties hereunder or any portion thereof (to other than a Subservicer wherein the Seller remains responsible for the servicing of the Mortgage Pool); or

(viii) Seller experiences any material adverse change in its business operations or financial condition, and such event continues unremedied for more than five (5) Business Days; or

(ix) any failure of the Seller to pay the required fees for the use of MERS System, which failure remains unremedied for a period of five (5) Business Days or more after the Seller's receipt of written notice from MERS or the Administrative Agent, or

(x) any Security Issuance Failure if such Security Issuance Failure is caused by the Seller's action or failure to take action under the terms of this Agreement.

In the case of the events described in subclauses (iii), (iv) and (v) of this subsection, all servicing rights and future obligations of the Seller under this Agreement and all Outstanding Transactions shall terminate immediately upon the occurrence of any such event(s), regardless of whether notice of such event shall have been given to or by the Administrative Agent or the Seller. In the case of the events described in subclauses (i), (ii) and (vi) through (x)

inclusive of this subsection, so long as the Servicing Termination Event shall not have been remedied (but only to the extent, and within the time period, of any remedy period provided above), the Administrative Agent, at the request of all Purchasers acting jointly, shall terminate all the servicing rights and obligations of the Seller under this Agreement and all Outstanding Transactions by notice in writing to the Seller. In all cases, the Administrative Agent shall have the right to enforce any or all remedies available to the Administrative Agent for the benefit of the Purchasers under this Agreement or applicable law, including seeking injunctive relief and specific performance.

Upon such automatic termination or receipt by the Seller of written notice of termination from the Administrative Agent, all authority and power of the Seller respecting its mortgage servicing rights and duties under this Agreement and any affected Transactions shall pass to and be vested in either the Administrative Agent or in the successor servicer duly appointed by the Administrative Agent (such successor servicer being a "Designated Servicer") and the Seller's obligations respecting transfer of servicing to a successor servicing entity shall remain in force.

Section 6. Seller Covenants Regarding Transfer of Servicing.

In the event a Servicing Termination Event occurs, upon the Administrative Agent giving notice to the Seller of the Administrative Agent's intention to transfer servicing to the Designated Servicer as of a certain date specified therein, or as soon thereafter as is feasible ("Servicing Transfer Date"), then, in each such case, upon request of the Administrative Agent, the Seller agrees, at its sole expense, to take all reasonable and customary actions, to assist the Administrative Agent, Custodian and Designated Servicer in effectuating and evidencing the transfer of servicing to the Designated Servicer in compliance with applicable law on or before the Servicing Transfer Date, including:

(a) Notice to Mortgagors. Seller shall mail to the mortgagor under each Mortgage Loan, by such date as may be required by law, a letter advising such mortgagor of the transfer of the servicing thereof to the Designated Servicer. Seller shall promptly provide the Designated Servicer with copies of all such letters. The Administrative Agent shall, or shall cause the Designated Servicer to, mail a letter to each such mortgagor advising such mortgagor that the Designated Servicer is the new servicer of the related Mortgage Loan. Such letter shall be mailed by such date as may be required by applicable law.

(b) Notice to Taxing Authorities, Insurance Companies and HUD (if applicable). Seller shall transmit or cause to transmit to the applicable taxing authorities and insurance companies (including primary mortgage insurers, if applicable) and/or agents, not less than fifteen (15) days prior to the Servicing Transfer Date, notification of the transfer of the servicing to the Designated Servicer and instructions to deliver all notices, tax bills and insurance statements, as the case may be, to the Designated Servicer from and after the Servicing Transfer Date. Seller shall promptly provide the Designated Servicer with copies of all such notices. With respect to any FHA-insured/VA guaranteed Mortgage Loans in the Mortgage Pool in addition to the requirements set forth above, Seller shall provide notice to HUD on such forms prescribed by HUD, or to the VA respecting the transfer of insurance credits, as the case may be. Seller shall be obligated to pay all mortgage insurance premiums with respect to FHA/VA Mortgage Loans until such notice is received by HUD and/or the VA.

(c) Assignment and Endorsements. At the Administrative Agent's (or the Designated Servicer's) direction, the Seller shall, to the extent the Seller has not already done so, prepare and/or complete any endorsements to the Mortgage Notes and any assignments of Mortgages (including any interim endorsements or assignments) which are necessary to effectuate the terms of this Agreement prior to the Servicing Transfer Date, at the Seller's own cost and expense.

(d) Delivery of Servicing Records. Seller shall promptly forward to the Designated Servicer, but in no event more than thirty (30) days after the Servicing Transfer Date, all Servicing Files, Mortgage Loan Files and any other Mortgage Loan Documents in the Seller's (or any Subservicer's) possession relating to each Mortgage Loan which are used in, and necessary and helpful for, the servicing and administration of any Mortgage Loans.

(e) Escrow Payments. Seller shall provide the Designated Servicer on or before the Servicing Transfer Date with immediately available funds by wire transfer in the amount of the net Escrow Payments and suspense balances and all loss draft balances associated with the Mortgage Loans in an affected Mortgage Pool. Seller shall provide the Designated Servicer on or before the Servicing Transfer Date with an

accounting statement of Escrow Payments and suspense balances and loss draft balances sufficient to enable the Designated Servicer to reconcile the amount of such payment with the accounts of the Mortgage Loans in the affected Mortgage Pool. Additionally, the Seller shall wire to the Designated Servicer on or before the Servicing Transfer Date the amount of any agency, trustee or prepaid Mortgage Loan payments and all other similar amounts held by Seller (or the Subservicer).

(f) Payoffs and Assumptions. Seller shall provide to the Designated Servicer, on or before the Servicing Transfer Date, copies of all assumption and payoff statements generated by the Seller (or the Subservicer) on the Mortgage Loans.

(g) Mortgage Payments Received Prior to Servicing Transfer Date. Seller shall forward by wire transfer to an account designated by the Administrative Agent for the benefit of the Purchasers, on or before the Servicing Transfer Date, all payments received by the Seller (or the Subservicer) on each Mortgage Loan in the affected Mortgage Pools prior to the Servicing Transfer Date to the Designated Servicer.

(h) Mortgage Payments Received After Servicing Transfer Date. Seller shall forward the amount of any monthly payments received by the Seller (or the Subservicer) after the Servicing Transfer Date to the Designated Servicer by overnight mail on the date of receipt. Seller shall notify the Designated Servicer of the particulars of the payment, which notification requirement shall be satisfied (except with respect to Mortgage Loans then in foreclosure or bankruptcy) if the Seller (or the Subservicer) forwards with its payments sufficient information to the Designated Servicer. Seller shall assume full responsibility for the necessary and appropriate legal application of monthly Mortgage Loan payments received by the Seller (or the Subservicer) after the Servicing Transfer Date with respect to Mortgage Loans then in foreclosure or bankruptcy; provided, however, necessary and appropriate legal application of such monthly Mortgage Loan payments shall include, but not be limited to, endorsement of a Mortgage Loan monthly payment to the Designated Servicer with the particulars of the payment such as the account number, dollar amount, date received and any special mortgage application instructions.

(i) Reconciliation. Not less than five (5) days prior to the Servicing Transfer Date, the Seller shall reconcile the principal balances of each Mortgage Loan and payments made by each mortgagor thereunder and shall make any necessary monetary adjustments reasonably required by the Designated Servicer. Any such monetary adjustments will be transferred between the Seller and the Designated Servicer, as appropriate.

(j) IRS Forms. Seller shall timely file all IRS forms which are required to be filed in relation to the servicing and ownership of the Mortgage Loans. Seller shall provide copies of such forms to the Designated Servicer upon request and shall reimburse the Designated Servicer for any costs or penalties incurred by the Designated Servicer due to the Seller's failure to comply with this paragraph.

(k) Other Necessary Actions. Seller shall prepare, execute and deliver to the Designated Servicer any and all documents and other instruments, and do or cause to be done all other acts or things necessary or appropriate to effect the transfer of servicing to the Designated Servicer.

In the event Seller fails to perform any of its obligations described in paragraphs (a) through (k) above within the time periods specified therein, the Administrative Agent may take, or cause to be taken, at the Seller's expense, any of the actions described therein.

Section 7. Intent of Parties; Security Interest.

(a) From and after the issuance of a Participation Certificate, the legal title of the Seller to each Mortgage Loan is retained by the Seller in trust and for the benefit of the Administrative Agent for the benefit of the related Purchaser to the extent of such Purchaser's beneficial ownership interest thereon and the Administrative Agent on behalf of such Purchaser shall be the holder, subject to the terms of this Agreement, of equitable title to the Mortgage Loan in the proportion evidenced by such Participation Certificate, for the sole purpose of facilitating the servicing of such Mortgage Loan, and, subject to the terms hereunder, all funds received on or in connection with such Mortgage Loan shall be deposited in the Custodial Account and held by the Seller in trust and for the benefit of the Administrative Agent for the benefit of the Purchasers (and their successors and assigns) and shall be disbursed only in accordance with the terms of this Agreement.

(b) The sale of a participation interest in each Mortgage Loan shall be reflected on the Seller's balance sheet and other financial statements and accounting books and records as a sale of such Mortgage Loans by the Seller. Seller shall be responsible for maintaining, and shall maintain, a complete set of books and records for each Mortgage Loan which shall be segregated from the Seller's own books and records and clearly marked to reflect the beneficial ownership interest in each Mortgage Loan held by the Administrative Agent for the benefit of the Purchasers.

(c) **THE TRANSACTIONS CONTEMPLATED HEREIN ARE PURCHASES AND SALES AND NO AMOUNT PAID BY ANY PURCHASER HEREUNDER TO PURCHASE A PARTICIPATION INTEREST IN THE MORTGAGE POOL SHALL IN ANY WAY BE CONSTRUED AS A LOAN OR AN EXTENSION OF CREDIT BY SUCH PURCHASER TO THE SELLER, AND THE MORTGAGE POOL OWNERSHIP INTEREST BEING PURCHASED SHALL NOT BE A PART OF THE ESTATE OF THE SELLER IN THE EVENT OF BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDING, OR OTHER PROCEEDING UNDER ANY FEDERAL OR STATE BANKRUPTCY OR SIMILAR LAW, OR THE OCCURRENCE OF ANOTHER SIMILAR EVENT, OF, OR WITH RESPECT TO, THE SELLER. THE PARTIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE THAT THE "CREDIT RISK" OF THE MORTGAGE LOANS INCLUDED IN THE MORTGAGE POOLS IN WHICH SUCH PURCHASER IS PURCHASING A PARTICIPATION INTEREST HEREUNDER SHALL BE BORNE BY THE PURCHASER THEREOF, AND THAT THE SELLER HAS NOT MADE ANY REPRESENTATIONS TO ANY PURCHASER CONCERNING THE COLLECTIBILITY OF THE PAYMENTS DUE UNDER SUCH MORTGAGE LOANS NOR HAS THE SELLER MADE ANY REPRESENTATIONS TO ANY PURCHASER CONCERNING THE EXPECTED RETURN ON SUCH PURCHASER'S INVESTMENT IN THE MORTGAGE LOANS.**

(d) In order to secure the prompt payment in full of each Repurchase Price as and when due hereunder, and the prompt payment and performance by the Seller of each of its other obligations under this Agreement, the Seller hereby pledges, assigns and delivers to the Administrative Agent for the benefit of the Purchasers, and grants to the Administrative Agent for the benefit of the Purchasers a security interest in, all of the Seller's right, title and interest in (i) each Mortgage Loan, including, without limitation, the indebtedness, promissory note or notes, collateral security, the end investor commitment and all other documents and instruments evidencing, securing or otherwise related to each such Mortgage Loan, together with all of the rights, privileges and remedies applicable thereto, (ii) its right to service such Mortgage Loans hereunder (including, without limitation, pursuant to Section 8), (iii) all proceeds thereof, and (iv) all payment streams received in connection with any of the foregoing (collectively, the "Collateral").

(e) If the Seller shall fail to pay the Repurchase Price as and when due hereunder or in the event that any proceeding under Title 11 of the Bankruptcy Code, either voluntary or involuntary, is commenced by or against the Seller, then, in any such case, the Administrative Agent on behalf of the Purchasers may, and upon direction by all of the Purchasers acting jointly, shall, from time to time and at any time, do any of the following:

(1) exercise any and all of the rights and remedies of a secured party under the UCC in effect in any applicable jurisdiction, including, without limitation, the right to sell or otherwise dispose of any or all of the Collateral by public or private proceedings at such time and place, by such methods, in such manner and on such terms as the Administrative Agent shall elect subject to applicable law, without recourse to judicial proceedings, and without right of demand, appraisal or redemption, all of which are expressly waived by the Seller;

(2) exercise any and all of its other rights and remedies under this Agreement; and

(3) take such other actions or proceedings at law or in equity as is necessary or advisable to collect or enforce or to protect the Purchasers' interest in the Collateral.

The Administrative Agent may exercise such options individually, sequentially or in concert, all such remedies being cumulative, the exercise of one not being deemed a waiver of any of the others. No delay or omission by the Administrative Agent in exercising any right hereunder shall operate as a waiver of such right or of any right under this Agreement.

(f) The Seller shall be liable for, and shall pay on demand, all reasonable expenses of retaking, holding, preparing for sale, sale, or the like, and all reasonable attorneys' fees and other expenses incurred by the Administrative Agent in connection with the collection of the obligations secured hereunder and the enforcement of the Administrative Agent's rights under this Agreement, the payment of all of which expenses and fees shall constitute additional obligations secured by this Agreement. The Seller will execute and deliver, or cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such action as the Administrative Agent shall reasonably require in connection with such sale.

(g) The Seller acknowledges and agrees that the Mortgage Loans constituting the Collateral may decline speedily in value and are of a type customarily sold on a recognized market, and, accordingly, the Seller is not entitled to prior notice of any sale of such Collateral by the Administrative Agent on behalf of the Purchasers, except any notice that is required under applicable law and cannot be waived. The Administrative Agent for the benefit of the Purchasers shall have the right to liquidate and sell any of the Collateral pledged hereunder, subject to the conditions and limitations contained herein. The Administrative Agent will not be obligated to make any sale of such Collateral if it shall determine not to do so, regardless of the fact that notice of the sale may have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the sale was so adjourned.

(h) In addition to and not in limitation of all rights of offset that the Administrative Agent and each Purchaser may have under applicable law, for so long as any default or event of default has occurred and is continuing and whether or not the Administrative Agent has made any demand, the Administrative Agent on its behalf and on behalf of the Purchasers shall have the right to appropriate and apply to the payment of the amounts due hereunder all deposits (general or special, time or demand, provisional or final) then or thereafter held by, and other indebtedness or property then or thereafter owing to the Seller by, the Administrative Agent and the Purchasers, whether or not related to any this Agreement or any transaction hereunder.

Section 8. Conditions Precedent.

(a) It shall be a condition precedent to the parties entering into the first Transaction (unless such requirement is otherwise waived in writing by the Administrative Agent on behalf of the Purchasers), and at the election of the Administrative Agent on behalf of the related Purchaser any subsequent Transaction, under this Agreement that the Seller furnish to the Administrative Agent for the benefit of the Purchasers the following:

(i) the Officer's Certificate;

(ii) a certified copy of the resolutions of the Seller's Board of Directors (which resolutions may be standing resolutions), substantially in the form attached to the Officer's Certificate, authorizing the transactions contemplated hereby and the execution of this Agreement, the Custodial Agreement, the Clearing Agreement and the other documents related hereto and recognizing that, among other factors, such as the tax, accounting and legal consequences of the transactions contemplated under this Agreement that: (1) from a business viewpoint, the sale of a participation interest in the Mortgage Loans by the Seller to the Purchasers and the assignment of the related Takeout Commitment is in the best interests of the Seller, (2) the Seller has valid business reasons for selling a participation interest in the Mortgage Loans rather than obtaining a loan secured using such Mortgage Loans, and (3) the terms of the sale transaction set forth in this Agreement are more favorable to the Seller than those that would have been obtained in connection with a secured financing by the Seller;

(iii) a certificate of incumbency of authorized representatives, substantially in the form attached to the Officer's Certificate, which sets forth the names, titles and true signatures of all of those individuals authorized to execute any document or instrument contemplated by this Agreement, the Custodial Agreement, the Clearing Agreement and the other documents related hereto; and

(iv) an opinion of counsel to the Seller, substantially in the form attached hereto as Exhibit E or in such other form reasonably acceptable to the Administrative Agent and the Purchasers.

(b) Seller shall, at its own expense, maintain at all times during the existence of this Agreement or any Transaction hereunder (i) banker's blanket bond insurance covering fidelity, robbery, employee theft, forgery by the maker of a note, counterfeit, lost securities and computer fraud and (ii) fire insurance. All such insurance shall be with standard coverage and subject to such deductibles as are customary within the mortgage lending industry and such insurance will be in such amounts and with insurance companies reasonably acceptable to the Administrative Agent; in all events such insurance coverages shall be in such amounts and with such insurance carriers as will satisfy the requirements under any and all of the relevant Agency Guide provisions and Agency Programs under which Transactions may from time to time be entered into.

Section 9. Representations and Warranties.

(a) Seller hereby represents and warrants to the Administrative Agent, Custodian and each Purchaser as of the date hereof and as of the date of each issuance and delivery of a Participation Certificate that:

(i) Seller is duly organized, validly existing and in good standing under the laws of the state of its organization or of the United States of America and has all licenses necessary to carry on its business as now being conducted and is licensed, qualified and in good standing in the state where the Mortgaged Property is located if the laws of such state require licensing or qualification in order to conduct business of the type conducted by the Seller. Seller has all requisite power and authority (including, if applicable, corporate power) to execute and deliver this Agreement and the other Transaction Documents and to perform in accordance herewith and therewith; the execution, delivery and performance of this Agreement and the other Transaction Documents (including all instruments of transfer to be delivered pursuant to this Agreement and the other Transaction Documents) by the Seller and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized; this Agreement and the other Transaction Documents constitute the valid, binding and enforceable obligation of the Seller; and all requisite action (including, if applicable, corporate action) has been taken by the Seller to make this Agreement and the other Transaction Documents valid and binding upon the Seller in accordance with its terms;

(ii) No approval of the transactions contemplated by this Agreement and the other Transaction Documents from any Governmental Authority is required, or if required, such approval has been obtained. There are no actions or proceedings pending or threatened against or affecting the Seller or the properties or assets of the Seller which would prohibit the Seller from executing and delivering this Agreement and the other Transaction Documents or would adversely affect its ability to perform hereunder. The transfers, assignments and conveyances provided for herein are not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction;

(iii) The consummation of the transactions contemplated by this Agreement and the other Transaction Documents are in the ordinary course of business of the Seller and will not result in the breach of any term or provision of the charter or by-laws of the Seller or result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under, any agreement, indenture or loan or credit agreement or other instrument to which the Seller or its property is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Seller or its property is subject;

(iv) This Agreement, the Custodial Agreement, the Clearing Agreement and every document to be executed by the Seller pursuant to this Agreement is and will be valid, binding and subsisting obligations of the Seller, enforceable in accordance with their respective terms. No consents or approvals are required to be obtained by the Seller or, if applicable, its parent company for the execution, delivery and performance of this Agreement, the Custodial Agreement or the Clearing Agreement by the Seller that haven't already been obtained thereby;

(v) Each Mortgage Loan, as of the Purchase Date but prior to such purchase, is 100% owned and held by the Seller, free and clear of all liens, encumbrances and claims of any kind, and neither such Mortgage Loan nor any interest therein previously has been sold, assigned, transferred, encumbered or otherwise disposed of by the Seller;

(vi) Seller has not sold, assigned, transferred, pledged or hypothecated any interest in any Participation Certificate to any Person other than the Administrative Agent for the benefit of the related Purchaser, and upon delivery of a Participation Certificate to the Administrative Agent for the benefit of the related Purchaser, such Purchaser will be the sole beneficial owner thereof, free and clear of any lien, claim or encumbrance;

(vii) To the extent required under applicable law, the Seller has taken (and/or will take, and or will continue to take) whatever additional actions may be necessary and proper to obtain, perfect, protect and maintain a valid and enforceable lien on and security interest in the collateral securing each Mortgage Loan;

(viii) All information relating to the Seller that the Seller has delivered, or caused to be delivered, or is required to deliver to the Administrative Agent or the Purchasers including, but not limited to, all documents related to this Agreement, the Custodial Agreement, the Clearing Agreement, the Seller's financial statements or other documents required hereunder, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein or herein, in light of the circumstances under which they were made, not misleading;

(ix) Seller (and each Subservicer) is approved by GNMA as an approved issuer, Fannie Mae as an approved seller/servicer, Freddie Mac as an approved seller/servicer (as the case may be), or by FHA as an approved mortgagee, or by VA as an approved VA lender (collectively, the "Agency Approvals"), in each case in good standing, with no event having occurred or the Seller (or any Subservicer) having any reason whatsoever to believe or suspect will occur prior to the issuance of the relevant Agency Security, including without limitation a change in insurance coverage which would either make the Seller (or any Subservicer) unable to comply with the eligibility requirements for maintaining all such Agency Approvals or require notification to the relevant Agency or to HUD, FHA or VA. Should the Seller (or any Subservicer), for any reason, cease to possess all such Agency Approvals, or should notification to the relevant Agency or to HUD, FHA or VA be required, the Seller shall so notify Purchaser immediately in writing. Notwithstanding the preceding sentence, the Seller shall take all commercially reasonable action to maintain all of its (and each Subservicer's) Agency Approvals at all times during the term of this Agreement and each Outstanding Transaction. Seller (and any Subservicer) has adequate financial standing, servicing facilities, procedures and experienced personnel necessary for the sound servicing of mortgage loans of the same types as may from time to time constitute Mortgage Loans and in accordance with Accepted Servicing Practices;

(x) The Custodian is an eligible custodian under the relevant Agency Guide and Agency Program;

(xi) This Agreement, the Custodial Agreement, the Clearing Agreement or any other document contemplated hereby or thereby and each Transaction has not been entered into fraudulently by the Seller or with the intent to hinder, delay or defraud any creditor, Administrative Agent, Custodian or any Purchaser and does not constitute a fraudulent, preferential, or voidable conveyance;

(xii) Any related Takeout Commitment constitutes a valid, binding and enforceable mandatory delivery commitment by a Takeout Buyer to purchase on the Settlement Date and at a given Takeout Price based on the unpaid principal amount of the Agency Security described therein plus accrued interest thereon at a rate equal to the Reference Rate from (and including) the Purchase Date up to (but excluding) the Settlement Date;

(xiii) Seller is not insolvent and will not be rendered insolvent immediately prior to or after the purchase of a Participation Certificate and has adequate capital to conduct its business as presently conducted and as contemplated by this Agreement;

(xiv) If the Seller is a member of MERS, the Seller is in good standing and will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the applicable Mortgage Loans that are registered with MERS for as long as such Mortgage Loans remain registered therewith;

(xv) If the Seller is a member of MERS, the Seller has complied with all rules and procedures of MERS in connection with registering the Administrative Agent for the benefit of the related Purchaser as the beneficial owner of such applicable Mortgage Loan on the MERS System;

(xvi) Seller has valid business reasons for the sale and assignment of the participation interests to the Purchasers rather than the Seller obtaining a secured loan with the Mortgage Loans as collateral;

(xvii) The transactions contemplated by this Agreement are in the ordinary course of business of the Seller;

(xviii) The transfer of participation interests by the Seller to the Purchasers was not made in consideration of any pre-existing debt or obligation;

(xix) Seller is not, and never has been, an insider or affiliate (as such terms are defined in Regulation C of the 1933 Act of Purchaser; and

(xx) Seller is an entity that would in an insolvency proceeding be subject to the Bankruptcy Code.

(b) Seller hereby represents and warrants to the Administrative Agent, Custodian and each Purchaser with respect to each Mortgage Loan and the related Mortgage Pool as of the relevant Purchase Date as follows:

(i) Each Mortgage Loan is in strict compliance with the eligibility requirements for swap or purchase by the designated Agency, under the applicable Agency Guide and/or applicable Agency Program pursuant to and in accordance with the terms of the relevant Agency Guide;

(ii) The Mortgage Loan Schedule contains a complete listing and schedule of the Mortgage Loans, and the information contained on such Mortgage Loan Schedule is accurate and complete in all material respects;

(iii) As to both the Mortgage Pool and each Mortgage Loan, the Seller is familiar with all of the representations and warranties required to be made pursuant to the relevant Agency Guide with respect thereto, and all of the representations and warranties made or deemed made respecting same contained in (or incorporated by reference therein) the relevant Agency Guide provisions and Agency Program (collectively, the "Standard Mortgage Loan Representations") are (and shall be as of all relevant Purchase Dates) true and correct in all material respects; and except as may be expressly and previously disclosed to the Administrative Agent, the Seller has not negotiated with any Agency any exceptions or modifications to such Standard Mortgage Loan Representations;

(iv) The Purchase Price is at least equal to the Agency Security Face Amount for the Agency Security proposed to be issued;

(v) Each Takeout Commitment has been validly assigned and delivered to the Administrative Agent for the benefit of the related Purchaser by the Seller and constitutes a legal, valid and binding obligation of the Seller and the Takeout Buyer, respectively, enforceable against the Seller and the Takeout Buyer, respectively, in accordance with its terms, and each Takeout Commitment is freely assignable to the Administrative Agent for the benefit of the related Purchaser by the Seller upon notice to the Takeout Buyer and without the prior consent of the Takeout Buyer or any other Person or, if under such Takeout Commitment the prior written consent of the Takeout Buyer is required, the Seller has obtained the prior written consent of Takeout Buyer or the Seller and the Takeout Buyer have executed and delivered to each other an amendment to the Takeout Commitment permitting the assignment of such Takeout Commitment without the consent of the Takeout Buyer, a copy of which has been provided by the Seller to the Administrative Agent for the benefit of the related Purchaser upon entering into the related Transaction;

(vi) Each Mortgage Loan has been made or acquired and serviced by the Seller pursuant to and in compliance with all applicable federal and state laws, rules and regulations, as from time to time in effect, and in accordance with the relevant Agency Guide;

(vii) The documents and instruments evidencing, securing or otherwise relating to the Mortgage Loans have been duly and validly executed and delivered by the mortgagor(s) as well as, to the extent applicable, by the co-maker(s), guarantor(s) and/or endorser(s) under each such Mortgage Loan;

(viii) None of the Mortgage Loans are counterfeit, fraudulent, forged, fictitious, or nonexistent or have been pledged or assigned to any third party;

(ix) None of the Mortgage Loans were originated or serviced pursuant to or under material misrepresentations or fraud by the Seller or any of its servants, agents or employees;

(x) None of the Mortgaged Properties securing any of the Mortgage Loans is the subject of any pending or threatened foreclosure action or other similar action;

(xi) No Mortgage Loan is a "commercial mortgage loan" within the meaning of Section 101(47)(B), Title 11 of the Bankruptcy Code; and

(xii) The Mortgage Loans are of sufficient quantity and outstanding principal balance to enable the Administrative Agent for the benefit of the related Purchaser to comply with the sale or swap as contemplated under the related Takeout Commitment.

(c) If the Seller is an insured depository institution, the Seller also represents and warrants:

(i) This Agreement, the Custodial Agreement and the Clearing Agreement conform to all applicable statutory or regulatory requirements. This Agreement, the Custodial Agreement and the Clearing Agreement and all transactions contemplated hereunder and thereunder are (A) executed contemporaneously with the agreement reached by the Purchasers and the Seller, having been executed on behalf of the Seller by a vice president or more senior officer; (B) approved by, and duly and validly authorized by either specific corporate or banking association resolutions of the Seller's Board of Directors (which approval and due authorization shall be reflected in the minutes of said board) or by the unanimous consent of an executive committee duly and validly empowered by the Seller's Board of Directors; a copy of such resolution or unanimous consent, certified by the corporate secretary of the Seller or attested to by a vice president or more senior officer of the Seller has been provided to the Administrative Agent for the benefit of the Purchasers; and (C) continuously, from the time of its execution, an official record of the Seller;

(ii) Seller will maintain a copy of this Agreement, the Custodial Agreement and the Clearing Agreement in its official books and records and shall make same available for the Administrative Agent or the Purchasers' inspection and copying during normal business hours on one advance Business Day notice; and

(iii) The aggregate amount of the Outstanding Transactions as of any date between the Administrative Agent for the benefit of the Purchasers and the Seller shall not exceed any restrictions or limitations imposed by the Board of Directors of the Seller.

(d) In the event any of the Seller's representations or warranties set forth in Sections 9(a), (b) and (c) are breached or determined by either party not to be accurate (each a "Breach"), if such Breach can be cured by action of the Seller, the Seller may attempt to cure such Breach including, but not limited to, by replacing the Mortgage Loans which are subject to and adversely affected by such Breach (the "Deficient Mortgage Loans") with one or more Qualified Substitute Mortgage Loans to the extent permitted under the applicable Agency Guide and making any appropriate adjustments for any differences in the outstanding loan principal balances between the Deficient Mortgage Loans and the Qualified Substitute Mortgage Loans. If such Breach is not cured within five (5) Business Days of the occurrence of such Breach, the Administrative Agent on behalf of the related Purchasers, at its discretion, or at the request of the related Purchaser if only one Purchaser owns the Deficient Mortgage Loan, or at

the request of all of the Purchasers acting jointly, if more than one Purchaser owns the Deficient Mortgage Loan, shall declare the Seller in default of this Agreement, and the Administrative Agent, shall be entitled, by notice to the Seller, to immediately require the Seller: (i) if such Breach relates to any of the representations and warranties made pursuant to this Agreement, to repurchase the Deficient Mortgage Loans at the Repurchase Price; (ii) if such Breach relates to any of the representations and warranties made by the Seller under this Agreement and the aggregate principal balance of the Deficient Mortgage Loans, when deducted from the Purchase Price, would result in a remaining Mortgage Pool principal balance insufficient to support the issuance of an Agency Security to satisfy the Takeout Commitment taken as a whole, to repurchase the Deficient Mortgage Loans at the Repurchase Price and, if further elected by the Administrative Agent, to replace such Deficient Mortgage Loans with one or more Qualified Substitute Mortgage Loans to the extent permitted under the applicable Agency Guide and make any appropriate adjustments for any differences in the outstanding loan principal balances between the Deficient Mortgage Loans and the Qualified Substitute Mortgage Loans or, if such substitution is not made, then to take and accept reassignment to Seller of all of the related Takeout Commitments in exchange for payment of the Purchase Price by Seller; or (iii) to pay such money damages incurred by the Administrative Agent and/or the related Purchaser as a result of a Breach of the obligations set forth in Section 5(a) of this Agreement, which damages and expenses shall not include consequential damages or expenses. If any obligor under a Mortgage Loan is delinquent with respect to such obligor's defaults in making his or her first scheduled monthly payment due subsequent to the Purchase Date, the rebuttable presumption shall be that such Mortgage Loan did not comply with the representations and warranties made by Seller herein (an "Early Payment Default Loan"); provided, however, if within thirty (30) days following the repurchase of the related Purchaser's ownership interest in such Mortgage Loan, the Seller provides written information to the Administrative Agent that demonstrates to the Administrative Agent's and to such Purchaser's reasonable satisfaction that such first payment default by the obligor did not result from a failure to comply with the representations and warranties made by the Seller herein, then the related Purchaser shall promptly purchase from the Seller, in accordance with Section 2 hereof, such Purchaser's percentage of such Mortgage Loan previously owned thereby.

At the time of a repurchase of a Deficient Mortgage Loan, the Administrative Agent on behalf of the related Purchaser shall arrange for the reassignment of such Purchaser's interest in the Deficient Mortgage Loan to the Seller and the delivery to the Seller of any documents held by Custodian relating to the Deficient Mortgage Loan. In the event of a repurchase, the Seller shall, simultaneously with such reassignment, give written notice to the Administrative Agent that such repurchase has taken place and amend the Mortgage Loan Schedule to reflect the withdrawal of the Deficient Mortgage Loan from this Agreement.

In addition to such repurchase obligations, the Seller shall indemnify the Administrative Agent, Custodian and Purchasers and hold it harmless against any losses, damages, penalties, fines, forfeitures, including, without limitation, legal fees and related costs, judgment, and other costs and expenses resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a breach of the Seller's representations and warranties contained in this Agreement or enforcement of this provision hereunder. It is understood and agreed that the obligations of the Seller set forth in this Section 9 to cure (by replacement or otherwise) or repurchase a Deficient Mortgage Loan or an Early Payment Default Loan and to indemnify the Administrative Agent and the Purchasers as provided in this Section 9 constitute the sole remedies of the Administrative Agent and the Purchasers respecting a breach of the representations and warranties made by the Seller hereunder.

Any cause of action against the Seller relating to or arising out of the breach of any of the representations and warranties made in this Section 9 shall accrue as to any Mortgage Loan upon (i) discovery of such breach by the Administrative Agent or the related Purchaser or notice thereof by the Seller to the Administrative Agent, (ii) failure by the Seller to cure such breach or repurchase such Mortgage Loan as specified above, and (iii) demand upon the Seller by the Administrative Agent for compliance with this Agreement.

Section 10. Covenants of the Seller.

(a) Seller hereby covenants and agrees with the Administrative Agent and each Purchaser to deliver to the Administrative Agent for the benefit of the Purchasers or notify the Administrative Agent, as applicable:

(i) Within ninety (90) days after the end of each fiscal year of the Seller, consolidated balance sheets of the Seller and its consolidated subsidiaries and the related consolidated

statements of income showing the financial condition of the Seller and its consolidated subsidiaries as of the close of such fiscal year and the results of operations during such year, and a consolidated statement of cash flows, as of the close of such fiscal year, setting forth, in each case, in comparative form the corresponding figures for the preceding year, all the foregoing consolidated financial statements to be reported on by, and to carry the report (in form and substance consistent with GAAP) of an independent public accountant of national standing acceptable to the Administrative Agent;

(ii) Within forty five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Seller, unaudited consolidated balance sheets and consolidated statements of income, prepared in accordance with GAAP, showing the financial condition and results of operations of the Seller and its consolidated subsidiaries on a consolidated basis as of the end of each such quarter and for the then elapsed portion of the fiscal year, setting forth, in each case, in comparative form and corresponding figures for the corresponding periods of the preceding fiscal year, certified by a financial officer of the Seller (acceptable to the Administrative Agent) as presenting fairly the financial position and results of operations of the Seller and its consolidated subsidiaries and as having been prepared in accordance with generally accepted accounting principles consistently applied, in each case, subject to normal year-end audit adjustments;

(iii) On a timely basis, as required by the Good Delivery standards, pool information relating to each Agency Security referred to in the related Takeout Commitment that has been assigned to the Administrative Agent for the benefit of the related Purchaser;

(iv) In a reasonable period of time after receipt thereof, a copy of each other report submitted to the Seller by its independent public accountants in connection with any annual, interim or special audit of the Seller;

(v) In a reasonable period of time after becoming aware thereof, notice of (A) the commencement of, or any determination in, any legal, judicial or regulatory proceedings, (B) any dispute between the Seller or its parent company and any governmental or regulatory body, (C) any event or condition, which, in any case of (A) or (B) if adversely determined, would have a material adverse effect on (1) the validity or enforceability of this Agreement, the Custodial Agreement, the Clearing Agreement or the other Transaction Documents (2) the financial condition or business operations of the Seller, or (3) the ability of the Seller to fulfill its obligations under this Agreement, the Custodial Agreement, the Clearing Agreement or the other Transaction Documents, or (D) any material adverse change in the business, operations, prospects or financial condition of the Seller, including, without limitation, the insolvency of the Seller or, if applicable, its parent company;

(vi) In a reasonable period of time after becoming available, copies of all financial statements, reports, notices and proxy statements sent by its parent company, the Seller or any of the Seller's consolidated subsidiaries in a general mailing to their respective stockholders or members, as applicable, and of all reports and other material (including copies of all registration statements under the 1933 Act) filed by any of them with any securities exchange or with the Securities and Exchange Commission or any Governmental Authority succeeding to any or all of the functions of said Commission;

(vii) In a reasonable period of time after becoming available, copies of any press releases issued by the Seller or, if applicable, its parent company, and copies of any annual and quarterly financial reports and any reports which the Seller or, if applicable, its parent company, may be required to file with a regulatory agency having jurisdiction over any of them containing such financial statements and other information concerning the Seller's or, if applicable, such parent company's business and affairs as is required to be included in such reports in accordance with the rules and regulations of such regulatory agency, as may be promulgated from time to time;

(viii) Such supplements to the aforementioned documents and such other information regarding the operations, business, affairs and financial condition of the Seller and, if applicable, its parent company, and any of the Seller's or, if applicable, such parent company's, consolidated subsidiaries as Purchaser may request;

(ix) A copy of (A) the articles of incorporation or articles of organization, as applicable, of the Seller and any amendments thereto, certified by the Secretary of State of the Seller's state of formation, (B) a copy of the Seller's by-laws or operating agreement (or regulations), as applicable, together with any amendments thereto, (C) a copy of the resolutions or other actions adopted by the Seller's Board of Directors or managers, as applicable, or other applicable governing body authorizing the Seller to enter into this Agreement, the Custodial Agreement, the Clearing Agreement and each document to be executed by the Seller pursuant to this Agreement authorizing one or more of Seller's officers to execute such documents and recognizing that, among other factors, such as the tax, accounting and legal consequences of the transactions contemplated under this Agreement that: (1) from a business viewpoint, the sale of a participation interest in the Mortgage Loans by the Seller to the Purchaser and the assignment of the related Takeout Commitment is in the best interests of the Seller, (2) Seller has valid business reasons for selling a participation interest in the Mortgage Loans rather than obtaining a loan secured using such Mortgage Loans, and (3) the terms of the sale transaction set forth in this Agreement are more favorable to the Seller than those that would have been obtained in connection with a secured financing by the Seller, and (D) a certificate of incumbency and signature of each officer or manager, as applicable, of the Seller executing any document in connection with this Agreement; and

(x) Seller shall immediately notify the Administrative Agent for the benefit of the Purchasers of the following with respect to any Mortgage Loan:

(A) any change in the financial condition of the mortgagor(s), or of any co-maker, guarantor or endorser under the Mortgage Loan, which may have a material adverse affect upon continuation of payments under the Mortgage Loan or the ultimate collectibility thereof;

(B) any material change in the value of collateral securing the Mortgage Loan;

(C) any material change in lien status as affecting the collateral securing the Mortgage Loan;

(D) any request by the mortgagor(s), or any co-maker, guarantor or endorser under the Mortgage Loan, for any change in terms and conditions of the Mortgage Loan, or in the terms of any note or notes evidencing the Mortgage Loan, or in any mortgage or security agreement or instrument securing the Mortgage Loan;

(E) any request by the mortgagor(s), or by any co-maker, guarantor or surety under the Mortgage Loan, for release, substitution or exchange of any collateral securing the Mortgage Loan;

(F) any request by the mortgagor(s), or by any co-maker, guarantor or endorser under the Mortgage Loan for the release of any personal obligation of any such party under the Mortgage Loan;

(G) any failure by the mortgagor(s) to pay principal and/or interest payments under the Mortgage Loan when due (considering applicable grace periods, if any);

(H) any failure to carry hazard and flood insurance to keep the Mortgaged Property fully insured and/or to pay taxes or assessments timely; and

(I) the occurrence of any other event which would constitute an event of default under the Mortgage Loan or under any collateral security for the Mortgage Loan.

(b) Neither the Seller nor any affiliate thereof will acquire at any time any Participation Certificate or any other economic interest in or obligation with respect to any Mortgage Loan.

(c) Under GAAP and for federal income tax purposes, the Seller will report (on its financial statements, tax returns, applicable Securities and Exchange Commission filings and public announcements and

otherwise) each sale of a Participation Certificate to the Purchasers as a sale of the ownership interest in the Mortgage Loans evidenced by the Participation Certificate. Seller has been advised by or has confirmed with its independent public accountants that the foregoing transactions will be so classified under GAAP. It is understood that, in making an independent decision to enter into the Transactions contemplated hereby, the Seller has obtained such independent legal, tax, financial, regulatory and accounting advice as it deems necessary in order to determine the effect of any Transaction on the Seller, including but not limited to the accounting treatment of such Transaction. It is further understood that neither any of the Purchasers nor any of their accountants, attorneys, or representative has provided, and the Seller has not relied on any of the Purchasers or their accountants, attorneys, or representatives for, any legal, tax, financial, regulatory or accounting advice in connection with entering into any Transaction. It is further understood that neither the Administrative Agent nor any of the Purchasers makes any representation or warranty as to the accuracy or appropriateness of any determination by the Seller and its independent legal, tax, financial, regulatory and accounting advisers with respect to the effect of any Transaction on the Seller.

(d) Seller will be solvent at all relevant times prior to, and will not be rendered insolvent by, any sale of a Participation Certificate to a Purchaser.

(e) Seller will not sell any Participation Certificate to a Purchaser with any intent to hinder, delay or defraud any of the Seller's creditors.

(f) Seller shall comply, in all material respects, with all laws, rules and regulations to which it is or may become subject.

(g) Seller shall, upon request of the Administrative Agent, promptly execute and deliver to the Administrative Agent for the benefit of the Purchasers all such other and further documents and instruments of sale, transfer, conveyance and assignment, and shall take such other action the Administrative Agent may require more effectively to sell, transfer, convey, assign to and vest in the Administrative Agent for the benefit of the Purchasers and to put the Administrative Agent in possession of the property to be sold, transferred, conveyed, assigned and delivered hereunder and otherwise to carry out more effectively the intent of the provisions under this Agreement and the other Transaction Documents.

(h) Seller shall take all action necessary to obtain, properly perfect, by recording or otherwise, protect and maintain all collateral security for the Mortgage Loans.

(i) Seller shall not knowingly use or permit to be used any collateral security for the Mortgage Loans unlawfully or in violation of any provision of this Agreement or the other Transaction Documents or any applicable law, rule or regulation or any policy of insurance covering such collateral security.

(j) Seller shall appear at and defend, at the Seller's cost and expense, any action or proceeding that may affect its title to or Purchaser's participation interest in the Mortgage Loans, including, but not limited to, efforts to re-characterize the sale of participation interests as a loan.

(k) Seller agrees that any setoff funds and benefits realized in connection with the Mortgage Loans and received by the Seller shall be held in trust for and passed through ratably to the Purchasers.

(l) Seller shall use its commercially reasonable efforts to ensure the timely issuance of an Agency Security by the related Agency on or before the Security Issuance Deadline, in accordance with the terms of the applicable Takeout Commitment and the terms hereunder.

(m) If Seller uses MERS in connection with the registration or recordation of mortgages, the Seller shall execute and deliver to the Administrative Agent for the benefit of the Purchasers, upon the Administrative Agent's request, an Electronic Tracking Agreement in form and substance satisfactory to the Administrative Agent.

Section 11. Term.

This Agreement shall continue in effect until terminated as to future Transactions by written instruction signed by either the Seller or the Administrative Agent on behalf of the Purchasers and delivered to the other;

provided, however, that no termination will affect the obligations hereunder as to any Transaction then outstanding. A Transaction shall be deemed "outstanding" (each, an "Outstanding Transaction") during the period commencing on the effective date of such Transaction and continuing until the later of (a) the date of the expiration (or early termination) of the relevant Servicing Period and (as applicable) the effective transfer of servicing rights to a Designated Servicer or (b) the expiration of the time period for the exercise of Purchaser's rights and remedies pursuant to subclause (v) of the definition of "Transaction". Notwithstanding the foregoing or any other provision of this Agreement, the Seller's liability for the Administrative Agent's, Custodian's or any Purchaser's claims for damages hereunder and liability for the Seller's indemnities, representations and warranties contained herein shall survive any termination of this Agreement.

Section 12. Exclusive Benefit of Parties; Assignment.

(a) This Agreement is for the exclusive benefit of the parties hereto and their respective successors and assigns and (except as provided in the next sentence) shall not be deemed to give any legal or equitable right to any other Person. Seller expressly agrees that the Administrative Agent, Custodian and any Designated Servicer shall be intended third party beneficiaries under this Agreement.

(b) Seller may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Administrative Agent. Each Purchaser may, subject to the transfer restrictions under this Section 12(b), at any time and from time to time sell, assign, transfer, pledge or convey all or any portion of its rights and/or delegate all or any portion of its obligations under this Agreement (including, without limitation, the Mortgage Pool Ownership Interest) to any other Person, including, without limitation, affiliates of such Purchaser (each, an "Assignee"), without consent from the Seller; except, that written notice of such transfer or pledge shall be given by such Purchaser to the Administrative Agent along with the original conveyance document, in a form and substance acceptable to the Administrative Agent, executed by the Assignee and such Purchaser. Seller hereby agrees that upon any such sale, assignment, transfer, pledge, conveyance or delegation by such Purchaser, the Assignee shall have, to the extent of such sale, assignment, transfer, pledge, conveyance or delegation, the same rights and benefits as it would have if it were such Purchaser under this Agreement, unless otherwise provided therein, provided, that the Seller shall have no duty to recognize the Assignee absent receipt by it of notice of such sale, assignment, transfer, pledge, conveyance or delegation from the Administrative Agent and a copy of the original conveyance document from the related Purchaser to such Assignee and absent Assignee executing and delivering to the Seller a joinder to or counterpart of this Agreement. The failure of a Purchaser to give such notice required hereby shall not affect the validity of any such assignment or pledge. If a Purchaser, however, does fail to give such notice to the Administrative Agent, then the Assignee may give such notice thereto. Upon receipt of such notice by the Administrative Agent and the Seller, copies of all communications required to be sent hereunder to such Purchaser shall be sent to such Purchaser and each Assignee (at its address set forth in such notice of assignment) thereof. Neither the Administrative Agent nor the Seller shall have any obligations or liabilities under this Section 12(b) with respect to any assignment until each has received notice of such assignment. Seller authorizes each Purchaser to disclose to any Assignee and to any prospective Assignee, any and all information in each Purchaser's possession concerning the Seller, the Mortgage Loans or the participation interests in the Mortgage Loans.

Section 13. Amendment; Waivers.

This Agreement may be amended from time to time only by written agreement of the Seller, the Administrative Agent and each Purchaser. Any forbearance, failure, or delay by the Administrative Agent or any Purchaser in exercising any right, power or remedy hereunder shall not be deemed to be a waiver thereof, and any single or partial exercise by the Administrative Agent or such Purchaser of any right, power or remedy hereunder shall not preclude the further exercise thereof. Every right, power and remedy of the Administrative Agent or any Purchaser shall continue in full force and effect until specifically waived by the Administrative Agent or such Purchaser in writing.

Section 14. Effect of Invalidity of Provisions.

In case any one or more of the provisions contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

Section 15. Governing Law.

This Agreement and the sale of any participation interest in the Mortgage Pools hereunder shall be governed by and construed in accordance with the laws of the State of Alabama, including the Asset-Backed Securities Facilitation Act, Code of Alabama Sections 35-10A, et seq., without reference to its conflict of law provisions, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 16. Notices.

All written communications hereunder shall be mailed, telecopied or delivered at the respective address as listed in Schedule I to this Agreement or at such other address as shall be designated by a party in a written notice to the other parties. All such notices and communications shall be effective when delivered to the party to which such notice is to be given.

Section 17. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 18. Confidentiality.

Each of the Seller, the Administrative Agent, Custodian and the Purchasers acknowledges and agrees that the terms of this Agreement including, without limitation, the financial terms contained in the related Participation Certificate are confidential and, except as permitted hereunder (including, without limitation, any Purchaser's right to sell, transfer, pledge, encumber, assign or otherwise dispose of a Participation Certificate) or as otherwise required by law, the Seller shall not disclose, and shall use its best efforts to prevent any unauthorized Person from disclosing, any such confidential information without the prior written consent of the Administrative Agent or all of the Purchasers.

Section 19. Acknowledgments.

Seller hereby acknowledges that:

(a) Seller has been advised by counsel in the negotiation, execution and delivery of this Agreement, the Custodial Agreement, the Clearing Agreement and every document to be executed by the Seller pursuant to this Agreement;

(b) Seller has no fiduciary relationship to the any Purchaser, and the relationship between Seller and each Purchaser is solely that of seller and purchaser; and

(c) no joint venture exists between Seller and any Purchaser.

Section 20. Authorizations.

Any of the persons whose signatures and titles appear on Schedule I hereof are authorized, acting singly, to act for the Seller, Administrative Agent or the Purchasers, as the case may be, under this Agreement.

Section 21. Securitization Transaction.

EACH OF SELLER, ADMINISTRATIVE AGENT, CUSTODIAN AND THE PURCHASERS AGREES THAT, WITH RESPECT TO THE POOLING OF THE MORTGAGE LOANS AND ANY PARTICIPATION INTEREST IN THE MORTGAGE LOANS SOLD PURSUANT TO THIS AGREEMENT, SUCH POOLING AND SALE SHALL BE DEEMED TO CONSTITUTE A "SECURITIZATION TRANSACTION" AS DEFINED IN THE ALABAMA ASSET-BACKED SECURITIES FACILITATION ACT, ALA. CODE 35-10A-1 ET SEQ. IN ADDITION, EACH OF SELLER, ADMINISTRATIVE AGENT, CUSTODIAN AND THE PURCHASERS AGREES THAT ANY SALE OF A PARTICIPATION INTEREST IN ANY PARTICIPATED MORTGAGE LOAN PURSUANT TO THIS

AGREEMENT BY THE SELLER SHALL BE SUBJECT TO THE PROVISIONS OF THE ALABAMA ASSET-BACKED SECURITIES FACILITATION ACT, ALA. CODE 35-10A-1 ET. SEQ., ALL OF WHICH ARE SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HERETO BY THIS REFERENCE.

Section 22. Retention of Counsel.

In the event of actual or threatened litigation affecting any Mortgage Loan hereunder or the collateral security for the Mortgage Loan with respect to which litigation the Administrative Agent or the related Purchaser is of the opinion that the services of an attorney should be retained for the protection of the interest of the Administrative Agent or the related Purchaser, the Administrative Agent may, and upon the request of the related Purchaser shall, following five (5) Business Days prior written notice to the Seller, employ counsel acceptable to the related Purchaser to represent the Seller, Administrative Agent and the related Purchaser with respect to such Mortgage Loan.

Section 23. Dispute Resolution.

Any party may give the other party written notice of any dispute that arises under this Agreement and is not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party, as well as the name of any other person who will accompany that executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. Consideration shall be given to all reasonable requests for information made by one party to the other.

Section 24. [Reserved].

Section 25. Interpretation of Agreement.

The parties hereto reconfirm that each Transaction contemplated by this Agreement is intended to be and shall be construed as a sale of payment intangibles (as such term is defined in Revised Article 9 of the UCC). For all purposes this Agreement and the Transactions shall be interpreted and governed in accordance with such intent. However, out of an abundance of caution, in case any such Transaction were for any reason determined by a court of law as being a loan instead of a sale, then the Seller grants to the Administrative Agent for the benefit of the Purchasers as of the date hereof a first priority perfected security interest in the Collateral, and this Agreement shall constitute a security agreement under applicable law. Seller hereby authorizes the Administrative Agent for the benefit of the Purchasers to file from time to time in all appropriate jurisdictions any and all precautionary UCC-1 financing statements and/or UCC-3 amendments or assignments deemed necessary or desirable by the Administrative Agent to reference the sale of the Transactions and to perfect, if required, the interest of the Purchasers in said Collateral. This Agreement is intended by the parties to be a "securities contract" within the meaning of Section 741(7), Title 11 of the Bankruptcy Code. The parties hereto agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each transaction hereunder is a "qualified financial contract," as that term is defined in the FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such transaction would render such definition inapplicable). It is understood that the Purchaser shall have the right to liquidate, terminate and accelerate, or exercise any other remedies permitted upon the occurrence of any breach by the Seller of any representation, warranty or covenant herein or any other event of default hereunder, and that such liquidation, termination and acceleration rights constitute contractual rights to liquidate, terminate and accelerate the transactions under a securities contract and a qualified financial contract as described in the Bankruptcy Code and the FDIA, respectively.

Section 26. Survival of Representations and Warranties.

Each of the representations, warranties, covenants and agreements of the Seller and the Purchasers contained in this Agreement shall be absolute and unconditional, shall survive the execution and delivery hereof,

and shall remain and continue in full force and effect until all participation interests of the Purchasers in all Mortgage Loans have been repurchased by the Seller or otherwise paid in full to the Purchasers.

Section 27. Consent To Jurisdiction; Venue.

ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL COURTS LOCATED IN THE MIDDLE DISTRICT OF ALABAMA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE SELLER, ADMINISTRATIVE AGENT AND THE PURCHASERS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE SELLER, ADMINISTRATIVE AGENT AND THE PURCHASERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE DETERMINATION OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY APPEALS IN SUCH JURISDICTION. FURTHER, EACH OF THE SELLER, ADMINISTRATIVE AGENT AND THE PURCHASERS WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY ALABAMA LAW (OTHER THAN BY PUBLICATION).

Section 28. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

Section 29. Document Contains Entire Agreement.

This Agreement, together with each Participation Certificate issued hereunder, the Custodial Agreement, the Clearing Agreement and the other Transaction Documents, contains the entire agreement between the parties hereto and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties with respect to the subject matter hereof, and cannot be modified or supplemented in any respect except by mutual agreement in writing.

Section 30. Seller Default.

Upon a default of the Seller of any provisions hereunder, at the request of the Administrative Agent, the Seller shall consent to a court order directing that all future payments on account of the Mortgage Loans by mortgagors be made to a new custodial account designated and held by the Administrative Agent for the benefit of the Purchasers.

Section 31. Waiver of Automatic Stay.

As further consideration to induce the Purchasers and the Administrative Agent to enter into this Agreement that, the Seller agrees that, in the event a proceeding under Title 11 of the Bankruptcy Code, either voluntary or involuntary, is commenced by or against the Seller, the Seller hereby consents to and agrees that the Seller will not oppose or object to any motion or other pleading by the Administrative Agent on behalf of the Purchasers seeking relief from the automatic stay imposed by 11 U.S.C. §362 to enforce any right or remedy the Administrative Agent and/or the Purchasers have with respect to the Mortgage Pool Ownership Interests whether under this Agreement or otherwise. In addition, the Seller hereby consents to and agrees that the Seller will not oppose any motions filed by the Administrative Agent on behalf of the Purchasers regarding possession, control or servicing of the Mortgage Pool Ownership Interests including, but not limited to, a motion by the Administrative Agent seeking an order (a) directing turnover and/or disbursement of Mortgage Pool Ownership Interests to the Administrative Agent for the benefit of the Purchasers and (b) directing continued performance by the Seller of the terms of this Agreement and any related servicing agreement.

Section 32. Purchase of the Seller's Retained Interest in Mortgage Loans.

Notwithstanding any other provisions of this Agreement, each Purchaser shall have the absolute and unconditional right, but shall be under no duty or obligation, to purchase at any time the retained interest of the Seller hereunder in any Mortgage Loan in which such Purchaser has an ownership interest, exercisable upon written notice to the Administrative Agent and then by the Administrative Agent on behalf of such Purchaser to the Seller and effective upon payment to the Seller of Seller's pro rata part of such Mortgage Loan, following which, the Seller shall have no further rights or interests in respect of said Mortgage Loan, including no further rights to service such Mortgage Loan unless the Seller is engaged to continue acting as servicing agent in connection with the Mortgage Loan. In such case, the Seller shall assign the Mortgage Loan and each and all of the documents and instruments evidencing, securing or otherwise relating to such Mortgage Loan to the Administrative Agent on behalf of such Purchaser, without recourse, unless any of the matters set forth in Section 9(d) hereof has occurred, in which case, the Seller shall indemnify such Purchaser and hold it harmless from and against any actual loss or expense suffered or incurred by such Purchaser resulting therefrom, and without representation or warranty, except that the Seller shall represent and warrant to such Purchaser each of the matters set forth in Section 9 hereof, and further, shall represent and warrant to such Purchaser the amount due on the Mortgage Loan and that the Seller has not previously sold, assigned or encumbered its pro rata interest in such Mortgage Loan.

Upon the purchase by a Purchaser of the Seller's retained interest in a Mortgage Loan hereunder, the Seller shall endorse over, assign, deliver and transfer to the Administrative Agent for the benefit of such Purchaser the interests of the Seller in such Mortgage Loan which, except as otherwise set forth in this Section 32, shall be without recourse and without representation or warranty of any kind, by delivering to the Administrative Agent for the benefit of such Purchaser, (i) each and all of the documents and instruments evidencing, securing or otherwise relating to such Mortgage Loan with appropriate completed endorsements so as to vest the Administrative Agent for the benefit of such Purchaser with the interest in and title to the assigned Mortgage Loan that was previously retained by the Seller; and (ii) the entire Mortgage Loan file (including, without limitation, the Mortgage Loan Documents and any applicable Pooling Documents) relating to the Mortgage Loan and in the possession, or coming into the possession, of the Seller. The acquiring Purchaser shall execute such other documents and instruments as may reasonably be necessary to accomplish the foregoing purchase by such Purchaser.

Upon the purchase of the Seller's retained interest in a Mortgage Loan hereunder, the Administrative Agent and all of the Purchasers acting jointly may engage the Seller to continue to act thereafter as servicing agent in connection with the Mortgage Loans and the parties may enter into a separate servicing agreement consistent with Section 5 hereof, in form and substance that is mutually acceptable, setting forth the servicing requirements and the servicing fee to be charged by the Seller in connection therewith.

Section 33. The Administrative Agent.

(a) Appointment. Each Purchaser hereby irrevocably designates and appoints Colonial as Administrative Agent of such Purchaser under this Agreement for the term hereof and each such Purchaser irrevocably authorizes, and each subsequent holder of a Participation Certificate by acceptance thereof shall be deemed irrevocably to authorize, Colonial as Administrative Agent for such Purchaser, to have its Participation Certificate issued to the Administrative Agent for the benefit of such Purchaser, to take such action on its behalf under the provisions of this Agreement, the other Transaction Documents and the Mortgage Loans and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement, the other Transaction Documents and the Mortgage Loans, together with such other powers as are reasonably incidental thereto. The Administrative Agent agrees to act as such contractual representative upon the express conditions contained in this Section 33. The duties of the Administrative Agent shall be mechanical and administrative in nature. Notwithstanding any provision to the contrary elsewhere in this Agreement or in the Participation Certificate, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein and therein, or any fiduciary relationship with any Purchaser, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent. Any reference to the Administrative Agent in this Section 33 shall be deemed to refer to the Administrative Agent solely in its capacity as Administrative Agent and not in its capacity as a Purchaser.

(b) Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by the Administrative Agent with reasonable care.

(c) Exculpatory Provisions. Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact, subsidiaries or affiliates shall be (1) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement, the other Transaction Documents or the Mortgage Loans (except for actions occasioned solely by its or such Person's own gross negligence or willful misconduct), or (2) responsible in any manner to any of the Purchasers for any recitals, statements, representations or warranties made by the Seller or any of its subsidiaries or any officer thereof contained in this Agreement, the other Transaction Documents or the Mortgage Loans or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement, the other Transaction Documents or the Mortgage Loans or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, the other Transaction Documents or the Mortgage Loans or for any failure of the Seller or any of its subsidiaries to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Purchaser to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or the other Transaction Documents, or to inspect the properties, books or records of the Seller or any of its subsidiaries. Notwithstanding anything to the contrary in this Agreement or in the other Transaction Documents, in no event shall the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact, subsidiaries or affiliates be liable hereunder to the Seller, the Purchaser or any other Person for consequential loss or consequential damage of any kind whatsoever (including but not limited to loss of profits), even if Administrative Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(d) Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Seller), independent accountants and other experts selected by it. The Administrative Agent may deem and treat the holder of any Participation Certificate as the owner thereof for all purposes. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive such advice or concurrence of the Purchasers as it deems appropriate or as required hereunder or it shall first be indemnified to its satisfaction by such Purchasers against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action except for its own gross negligence or willful misconduct. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of a Purchaser or the Purchasers, acting jointly, and such request and any action taken or failure to act pursuant thereto shall be binding upon all future holders of the related Participation Certificate.

(e) Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any default or event of default (except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Purchasers) unless it has received notice from a Purchaser or the Seller referring to this Agreement, describing such default or event of default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, it shall promptly give notice thereof to the Purchasers. The Administrative Agent shall take such action with respect to such default or event of default as shall be reasonably directed by such Purchaser (or, when expressly required hereby, all of the Purchasers acting jointly); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such default or event of default as it shall deem advisable in the best interests of a Purchaser or the Purchasers, as the case may be, except to the extent that other provisions of this Agreement expressly require that any such action be taken or not be taken only with the consent and authorization or the request of the related Purchaser or all of the Purchasers, as applicable.

(f) Indemnification. The Purchasers agree to indemnify the Administrative Agent in its capacity as such and as Custodian (to the extent not reimbursed by the Seller and without limiting the obligation of

the Seller to do so), ratably according to the respective amounts of their respective beneficial ownership interests in the Participation Certificates and the Mortgage Pool from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or the Mortgage Loans, or any documents, reports or other information provided to the Administrative Agent or any Purchaser or contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided, that no Purchaser shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Administrative Agent's bad faith, gross negligence or willful misconduct. The agreements in this Section 33(f) shall survive the payment of the Participation Certificates and all other amounts payable hereunder and the termination of this Agreement and the other Transaction Documents.

(g) The Administrative Agent in its Individual Capacity. The Administrative Agent and its subsidiaries and affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Seller as though the Administrative Agent was not the Administrative Agent or Custodian hereunder. With respect to any Participation Certificate purchased by it, the Administrative Agent shall have the same rights and powers under this Agreement as any Purchaser and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "Purchaser" and "Purchasers" shall include the Administrative Agent in its individual capacity.

(h) Resignation of the Administrative Agent; Successor Administrative Agent. Subject to the appointment and acceptance of a successor as provided below, the Administrative Agent may resign at any time by giving thirty (30) days written notice thereof to the Purchasers and the Seller. Upon any such resignation, the Purchasers shall have the right to appoint a successor Administrative Agent, which successor shall have minimum capital and surplus of at least One Hundred Million Dollars (\$100,000,000). If no successor Administrative Agent shall have been so appointed by the Purchasers and shall have accepted such appointment within ninety (90) days after the Administrative Agent's giving of notice of resignation, then the Administrative Agent may, on behalf of the Purchasers, appoint a successor Administrative Agent. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 33(h) shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

(g) Administrative Agent Appointed Attorney-in-Fact. The Administrative Agent is hereby appointed the attorney-in-fact of the Seller, with full power of substitution, for the purpose of carrying out the provisions hereof and taking any action and executing any instruments which the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, Administrative Agent shall have the right and power to give notices of its security interest in the Collateral to any Person, either in the name of the Seller or in its own name for the benefit of the Purchasers, to endorse all Mortgage Loans (or the notes or mortgages evidencing or securing such Mortgage Loans) payable to the order of the Seller, or to receive, endorse and collect all checks made payable to the order of the Seller representing any payment on account of the principal of or interest on, or the proceeds of sale of, any of the Collateral and to give full discharge for the same.

(h) Right of Inspection. The Administrative Agent shall permit any officer, employee or agent of a Purchaser, upon written request by such party to the Administrative Agent, to visit and inspect the premises on which the administrative and custodial duties of the Administrative Agent hereunder are performed at a time which is reasonably satisfactory to the Administrative Agent and such requesting party, and allow such requesting party to examine the books and records of the Administrative Agent which pertain to such custodial duties, take copies and extracts therefrom, at such Purchaser's expense, and discuss the performance of such custodial duties with the officers, accountants and auditors of Administrative Agent that are responsible therefor, all at such reasonable times as any Purchaser may reasonably require.

(i) Fees and Expenses of the Administrative Agent. The Administrative Agent shall from time to time notify the Seller of all fees, expenses and charges of the Administrative Agent arising out of the Administrative Agent's entering into this Agreement and performing its duties and obligations as the Administrative Agent and Custodian under this Agreement, and such fees, expenses and charges, except those incurred by the Administrative Agent under Section 33(b), shall be paid promptly by the Seller. The Administrative Agent may employ, at the Seller's expense, such legal counsel and other experts as it reasonably deems necessary in connection with entering into this Agreement and performing its duties and obligations under this Agreement. Initially, the Administrative Agent shall be entitled to a fee equal to, on the date of determination, one-quarter of one percent (0.25%) of the outstanding principal balance of all of the Mortgage Pools in which a participation interest was purchased (prior to any reductions for any principal payments received during the preceding calendar month) divided by 12 (the "Administrative Agent Fee"), which shall be paid in accordance with Section 4(g) hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, parties below have duly executed this Agreement as of the date first above written.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,
as Seller

By: Sherry Dickinson
Name: SHERRY DICKINSON
Title: Vice Chairman

COLONIAL BANK,
as Administrative Agent and Custodian

By: _____
Name: _____
Title: _____

COLONIAL BANK,
as Purchaser

By: _____
Name: _____
Title: _____

COLE TAYLOR BANK,
as Purchaser

By: _____
Name: _____
Title: _____

SCHEDULE I

SELLER'S NOTICES

Name: _____ Address: _____
Title: _____
Telephone: _____
Facsimile: _____

SELLER'S AUTHORIZATIONS

Any person whose signatures and titles appear below are authorized, acting singly, to act for Seller under this Agreement:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADMINISTRATIVE AGENT'S/CUSTODIAN'S/COLONIAL'S NOTICES

Name: Kamal Hosein Address: 100 Colonial Bank Blvd
Title: Treasurer Montgomery, AL 36117
Telephone: 334 676 5296
Facsimile: 334 676 5295

ADMINISTRATIVE AGENT'S/CUSTODIAN'S/COLONIAL'S AUTHORIZATIONS

Any person whose signatures and titles appear below, including any other authorized officers, are authorized, acting singly, to act for Colonial or the Administrative Agent or Custodian under this Agreement:

Name	Title	Signature
<u>Kamal Hosein</u>	<u>Treasurer</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

CO-PURCHASER'S NOTICES

Name: _____ Address: _____
Title: _____
Telephone: _____
Facsimile: _____

CO-PURCHASER'S AUTHORIZATIONS

Any person whose signatures and titles appear below, including any other authorized officers, are authorized, acting singly, to act for COLE TAYLOR BANK under this Agreement:

Name	Title	Signature
<u>DAVID J. IDC</u>	<u>GSUP. TREASURER</u>	<u>[Signature]</u>
<u>George Marks</u>	<u>V.P.</u>	<u>[Signature]</u>
<u>RANDALL T. COTE</u>	<u>EVP, CFO</u>	<u>[Signature]</u>

SCHEDULE I

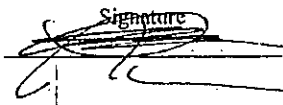
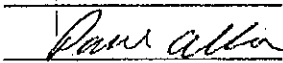
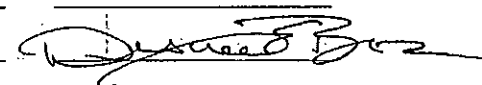
SELLER'S NOTICES

Name: Ray Bowman
Title: President
Telephone: (352) 671-0017
Facsimile:

Address:
315 NE 14th Street
Ocala, Florida 34470
Attention: President

SELLER'S AUTHORIZATIONS

Any person whose signatures and titles appear below are authorized, acting singly, to act for Seller under this Agreement:

Name	Title	Signature
Lee Farkas	Chairman	
Ray Bowman	President	
Paul Allen	CEO	
Jeremy Collett	Executive Vice President	
Desiree Brown	Treasurer	

ADMINISTRATIVE AGENT'S/CUSTODIAN'S/COLONIAL'S NOTICES

Name:
Title:
Telephone:
Facsimile:

Address:

ADMINISTRATIVE AGENT'S/CUSTODIAN'S/COLONIAL'S AUTHORIZATIONS

Any person whose signatures and titles appear below, including any other authorized officers, are authorized, acting singly, to act for Colonial or the Administrative Agent or Custodian under this Agreement:

Name	Title	Signature

CO-PURCHASER'S NOTICES

Name:
Title:
Telephone:
Facsimile:

Address:

TAKEOUT COMMITMENT ASSIGNMENT

[DATE]

____ ("Takeout Investor")
[TAKEOUT INVESTOR'S ADDRESS]

Attention: _____

Telephone No. _____

Telecopy No. _____

Ladies and Gentlemen:

Attached hereto is a correct and complete copy of your confirmation of the forward purchase commitment (the "Commitment"), between Taylor, Bean & Whitaker Mortgage Corp. ("Seller") and the Takeout Investor, documenting your purchase of a mortgage-backed pass-through security ("Security") under the following trade terms:

1. Trade Date: _____
2. Settlement Date: _____
3. Security Description: _____
 - a. Issuer: _____
 - b. Price: _____
 - c. Par Amount: _____
 - d. Amount Assigned: _____
4. Trade Ticket No.: _____
Certificate/Pool No. (if available): _____
CUSIP No. (if available): _____
5. Type of Assignment: _____

This is to confirm that (i) the Commitment is in full force and effect and the Seller's right, title and interest thereunder are freely assignable upon notice to the Takeout Investor and without its prior consent or approval, (ii) the Commitment has been assigned to Colonial Bank, as Administrative Agent for the benefit of the Purchasers ("Colonial"), whose acceptance of such assignment is indicated below, (iii) Takeout Investor will accept delivery of the above referenced Security directly from Colonial, and (iv) Takeout Investor will pay Colonial for such Security. Payment for such Security will be made "delivery versus payment (DVP)" to Colonial, care of The Bank of New York Mellon Trust Company, N.A., as Custodian for the benefit of the Purchasers, in immediately available funds for credit to Account No. _____, Colonial Bank, as Administrative Agent and Custodian for the benefit of the Purchasers -- AOT Program, ABA No. _____. Colonial shall have the right to require Takeout Investor to fulfill Takeout Investor's obligation to purchase the above referenced Security.

Notwithstanding the foregoing, the obligation to deliver the Security to Takeout Investor shall be that of the Seller and Takeout Investor's sole recourse for the failure of such delivery shall be against the Seller.

In the event that the Commitment requires the Takeout Investor's prior written consent, please execute this letter in the space provided below and send it by telecopy to Colonial at Colonial Bank, 100 Colonial Bank Boulevard, Montgomery, Alabama 36117 (telecopy no. () -), Attention: . If the Takeout Investor has any questions, please call at (334) - immediately.

Very truly yours,

SELLER:

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP., as Seller

By: _____
Title: _____
Date: _____

TAKEOUT BUYER:

[TAKEOUT INVESTOR'S NAME]

By: _____
Title: _____
Date: _____

ASSIGNEE:

COLONIAL BANK,
as Administrative Agent and Custodian for the benefit of
the Purchasers

By: _____
Title: _____
Date: _____

PARTICIPATION CERTIFICATE

This Participation Certificate is evidence that a _____ percent (____%) undivided beneficial ownership interest in the Mortgage Loans (and the right to receive the payments of principal of and interest on and insurance and liquidation proceeds thereof) identified on the attached Mortgage Loan Schedule (the "Mortgage Pool") has, for the Purchase Price herein shown, been sold to COLONIAL BANK, as Administrative Agent for the benefit of COLE TAYLOR BANK (the "Purchaser") pursuant to the terms of that certain Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) dated as of July 30, 2009 (the "Agreement"), by and among Taylor, Bean & Whitaker Mortgage Corp., as Seller, COLE TAYLOR BANK, Colonial Bank, in its individual capacity, and as administrative agent and custodian for itself and the other purchasers ("Administrative Agent" or "Custodian"). Capitalized terms used herein and not defined herein shall have the meanings given them in the Agreement. In accordance with the terms of the Agreement, which is hereby incorporated by reference in and made a part of this Participation Certificate, the Purchase Price is \$ _____, which Purchaser has paid on the date of its receipt hereof. The Purchaser shall be entitled to receive periodic remittances of principal and interest and other collections with respect to each Mortgage Loan multiplied by Purchaser's participation interest. This Participation Certificate may be amended only by a duly executed written agreement between the Seller, the Purchaser and the Custodian. The rights and obligations of the parties to this Participation Certificate are governed by the above-described Agreement, which is fully incorporated herein by this reference, and by which the parties hereto agree to be bound.

So long as Seller is servicing the Mortgage Loans pursuant to the Agreement, Seller shall be entitled to receive the Servicing Fee and such other servicing compensation in accordance with Section 5 of the Agreement, and for purposes of such calculation the Reference Rate shall be equal to LIBOR plus _____ basis points _____%) per annum. For purposes hereof, "LIBOR" shall mean the London Interbank Offered Rate -- British Bankers Fixing to U.S. Dollars conducted each London business day at 11:00 a.m. (London Time) as quoted on the EDS screen on Bloomberg for the appropriate term(s) ranging from 7 days to 12 months. If on any Purchase Date, no quotation appears on EDS screen on Bloomberg by 9:00 a.m. (Montgomery time), LIBOR will be the rate determined by Administrative Agent in accordance with the terms of the Agreement. In no event shall the LIBOR be less than the floor rate per annum equal to 2.50%.

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP., as Seller

By: _____
Name: _____
Its: _____

Participation Certificate No. _____
Purchase Date: _____
Security: _____
AGGREGATE PRINCIPAL BALANCES OF THE MORTGAGE
LOANS (GIVING EFFECT TO PAYMENTS DUE ON OR PRIOR
TO _____, 200__): \$ _____

AUTHENTICATION

The undersigned hereby certifies: (A) that the foregoing Participation Certificate is the only outstanding Participation Certificate authenticated by the undersigned and related to the Mortgage Pool identified above and (B) the undersigned Custodian has received and reviewed all of documents required under Section 4(a) of the Custodial Agreement dated as of July 30, 2009, by and among Taylor, Bean & Whitaker Mortgage Corp., the undersigned Custodian and the Purchasers named therein and all of the conditions set forth in Section 4(a) have been met.

COLONIAL BANK,
solely in its capacity as Custodian and Administrative Agent

By: _____
Name: _____
Its: _____

ACCEPTED BY:

COLE TAYLOR BANK,
as Purchaser

By: _____
Name: _____
Its: _____

ASSIGNMENT

The undersigned Purchaser hereby assigns to _____ ("Assignee"), subject to the terms of the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) dated as of July 30, 2009 (the "Participation Agreement"), by and among Taylor, Bean & Whitaker Mortgage Corp., as Seller, Cole Taylor Bank and Colonial Bank, each as Purchasers, and Colonial Bank, in its capacity as Administrative Agent and Custodian for the Purchasers, all of its right, title and interest in this Participation Certificate including, but not limited to, all related rights under the Participation Agreement and the Custodial Agreement, the Mortgage Loans, Mortgage Notes and assignments of Mortgage. Delivery of a photocopy of this assignment shall be sufficient to require any person who has committed to purchase the Security to which this Participation Certificate relates to accept delivery of such Security from, and make payment of the purchase price to, such assignee or its designee.

COLE TAYLOR BANK,
as Purchaser

By: _____

Title: _____

Date: _____

[ASSIGNEE'S NAME],
as Assignee

By: _____

Title: _____

Date: _____

EXHIBIT C

[LETTERHEAD OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP.]

[Date]

Colonial Bank
100 Colonial Bank Boulevard
Montgomery, AL 36117

Ladies and Gentlemen:

The Seller's wire transfer instructions for purposes of all remittances and payments related to this Agreement are as follows:

[INSERT WIRE INSTRUCTIONS]

Very truly yours,

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: _____

CERTIFICATE OF AN OFFICER OF THE SELLER

1. The undersigned, _____ of TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation (the "Seller"), hereby certifies as follows:

2. Attached hereto as Annex 1 is a copy of the Articles of Incorporation of the Seller, as certified by the Secretary of State of the State of Florida.

3. Neither any amendment to the Articles of Incorporation of the Seller nor any other charter document with respect to the Seller has been filed, recorded or executed since _____, 20__, and no authorization for the filing, recording or execution of any such amendment or other charter document is outstanding.

4. Attached hereto as Annex 2 is a true, correct and complete copy of the By-laws of the Seller as in effect as of the date hereof and at all times since _____, 20__.

5. Attached hereto as Annex 3 is a true, correct and complete copy of resolutions adopted by the Board of Directors of the Seller by unanimous written consent on _____, 200__ (the "Resolutions"). The Resolutions have not been further amended, modified or rescinded and are in full force and effect in the form adopted, and they are the only resolutions adopted by the Board of Directors of the Seller or by any committee of or designated by such Board of Directors relating to the execution and delivery of, and performance of the transactions contemplated by the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) dated as of July 30, 2009 (the "MLPSA"), by and among the Seller, COLE TAYLOR BANK and Colonial Bank, each as a purchaser ("Purchasers"), and Colonial Bank, in its capacity as administrative agent and custodian for the Purchasers ("Administrative Agent"), the Custodial Agreement (AOT Program – Agency Securities) dated as of July 30, 2009, by and among Seller, the Purchasers and Colonial Bank, in its capacity as custodian, and the Clearing and Custodial Agreement (AOT Program) dated as of July 30, 2009, by and among the Seller, the Purchasers, Administrative Agent and The Bank of New York Mellon Trust Company, N.A., solely in its capacity as clearing agent and custodian.

6. The MLPSA, the Custodial Agreement and the Clearing Agreement are substantially in the form approved by the Resolutions or pursuant to authority duly granted by the Resolutions.

7. Each person who, as an officer of the Seller or an attorney-in-fact, signed manually the MLPSA, the Custodial Agreement, the Clearing Agreement or any other document delivered in connection with the transactions contemplated thereby, and whose name and signature is reflected in Annex 4 hereto, was duly elected or appointed, was qualified and acting as such officer or attorney-in-fact at the respective times of the signing and delivery thereof, and was duly authorized to sign such document on behalf of the Seller, and the signature of each such person appearing on any such document is the genuine signature of such person.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Certificate as of the 30th day of July, 2009.

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: _____

ANNEX 1 TO EXHIBIT D

COPY OF ARTICLES OF INCORPORATION

See Attached.

ANNEX 2 TO EXHIBIT D

COPY OF BYLAWS

See Attached.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

ACTION OF THE BOARD OF DIRECTORS WITHOUT A SPECIAL MEETING

The undersigned, being the directors of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation (the "Seller"), do hereby consent to the taking of the following action without a special meeting and do hereby adopt the following resolutions by written consent pursuant to Section 607.0704 of the Business Corporation Act, as amended, of the State of Florida:

WHEREAS, it is in the best interests of the Seller to: (i) sell from time to time to Colonial Bank and COLE TAYLOR BANK, and their respective successors and assigns (the "Purchasers") a participation interest in all of the Seller's right, title and interest in and to designated pools of fully amortizing first and second lien residential mortgage loans (the "Mortgage Loans") and (ii) absolutely and irrevocably assign from time to time to the Purchasers all of the Seller's right, title and interest in and to the related investor takeout commitment (the "Takeout Commitment") in connection with the issuance of a mortgage pass-through certificate (backed by such Mortgage Loans) to be issued by either Fannie Mae, Freddie Mac or Ginnie Mae, in accordance with the terms of the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) (the "MLPSA"), to be entered into by and among the Seller, the Purchasers and Colonial Bank, in its capacity as administrative agent and custodian for the Purchasers, substantially in the form of the draft dated July 30, 2009, attached hereto as Schedule D-1.

WHEREAS, the Seller has valid business reasons for selling a participation interest in the Mortgage Loans rather than obtaining a loan secured using such Mortgage Loans, and the terms of the sale transaction set forth in the MLPSA are more favorable to the Seller than those that would have been obtained in connection with a secured financing by the Seller.

NOW, THEREFORE, BE IT RESOLVED, that sales to the Purchasers of a participation interest in all of the Seller's right, title and interest in the Mortgage Loans and assignments to the Purchasers of the related Takeout Commitment from time to time under the MLPSA are hereby authorized and approved;

FURTHER RESOLVED, that the execution, delivery and performance by the Seller of the MLPSA, are hereby authorized and approved and that the Chairman, Vice Chairman, President or any Vice President (collectively, the "Authorized Officers") of the Seller be and each of them hereby is authorized and directed to execute and deliver the MLPSA to the Purchasers with such changes as the officer executing the same shall approve, his execution and delivery thereof to be conclusive evidence of such approval;

FURTHER RESOLVED, that the execution, delivery and performance by the Seller of the Custodial Agreement (AOT Program – Agency Securities) (the "Custodial Agreement"), to be entered into by and among the Seller, the Purchasers and Colonial Bank, in its capacity as the custodian (the "Custodian"), substantially in the form of the draft attached hereto as Schedule D-2, are hereby authorized and approved and that the Authorized Officers of the Seller be and each of them hereby is authorized and directed to execute and deliver the Custodial Agreement to the Administrative Agent and Custodian with such changes as the officer executing the same shall approve, his execution and delivery thereof to be conclusive evidence of such approval;

FURTHER RESOLVED, that the execution, delivery and performance by Seller of the Clearing and Custodial Agreement (AOT Program) (the "Clearing Agreement"), to be entered into by and among the Seller, the Purchasers, Administrative Agent and The Bank of New York Mellon Trust Company, N.A., its successors and assigns, solely in its capacity as clearing agent and custodian ("BNY"), substantially in the form of the draft attached hereto as Schedule D-3, are hereby authorized and approved and that the Authorized Officers of Seller be and each of them hereby is authorized and directed to execute and deliver the Clearing Agreement to the Administrative Agent and BNY with such changes as the officer executing the same shall approve, his execution and delivery thereof to be conclusive evidence of such approval;

FURTHER RESOLVED, that the Authorized Officers hereby are, and each hereby is, authorized to execute and deliver all such aforementioned agreements on behalf of the Seller and to do or cause to be done, in the name

and on behalf of the Seller, any and all such acts and things, and to execute, deliver and file in the name and on behalf of the Seller, any and all such agreements, applications, certificates, instructions, receipts and other documents and instruments, as such Authorized Officer may deem necessary, advisable or appropriate in order to carry out the purposes of the foregoing resolutions.

FURTHER RESOLVED, that the proper officers, agents and counsel of the Seller are, and each of such officers, agents and counsel is, hereby authorized for and in the name and on behalf of the Seller to take all such further actions and to execute and deliver all such other agreements, instruments and documents, and to make all governmental filings, in the name and on behalf of the Seller and such officers are authorized to pay such fees, taxes and expenses, as advisable in order to fully carry out the intent and accomplish the purposes of the resolutions heretofore adopted hereby.

Dated as of: July 30, 2009

DIRECTORS:

Print Name: _____

Print Name: _____

CERTIFICATE OF AN OFFICER OF THE SELLER

The undersigned, a _____ of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation (the "Seller"), hereby certifies as follows:

1. Each of the below-named persons has been duly elected or appointed, duly qualified, and is now, and was at the time such person signed any documents delivered prior hereto in connection with the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities), the Custodial Agreement (AOT Program – Agency Securities) and the Clearing and Custodial Agreement (AOT Program), each dated as of July 30, 2009, and the transactions contemplated thereby, acting as an officer or attorney-in-fact of the Seller, holding the office or offices set forth opposite such person's name, and the specimen signature appearing opposite such person's name and title, is such person's true and genuine signature.

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WITNESS my hand this 30th day of July, 2009.

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.**

By: _____
Name: _____
Its: _____

[FORM OF OPINION OF COUNSEL TO THE SELLER]

[Date]

Colonial Bank
100 Colonial Bank Boulevard
Montgomery, AL 36117

Ladies and Gentlemen:

You have requested [our][my] opinion, as [Assistant] General Counsel to Taylor, Bean & Whitaker Mortgage Corp. (the "Company"), with respect to certain matters in connection with the sale by the Company of designated pools of fully amortizing first or second lien residential Mortgage Loans pursuant to that certain Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) by and among the Company, Cole Taylor Bank and Colonial Bank, each as purchasers ("Purchasers"), and Colonial Bank, in its capacity as administrative agent and custodian for the benefit of the Purchasers (the "Administrative Agent"), dated as of July 30, 2009 (the "Participation Agreement"), which sale is in the form of a _____ (____%) participation interest in each pool of Mortgage Loans as evidenced by a Participation Certificate issued thereunder, being executed contemporaneously with a Custodial Agreement (AOT Program – Agency Securities) (the "Custodial Agreement"), by and among the Company, the Purchasers and Colonial Bank, in its capacity as custodian (the "Custodian"), dated as of July 30, 2009 and a Clearing and Custodial Agreement (AOT Program) (the "Clearing Agreement"), by and among the Company, the Purchasers, Administrative Agent and The Bank of New York Mellon Trust Company, N.A., solely in its capacity as custodian, dated as of July 30, 2009. Capitalized terms not otherwise defined herein have the meanings set forth in the Participation Agreement.

[We][I] have examined the following documents:

- (1) the Participation Agreement;
- (2) the Participation Certificate(s);
- (3) the form of assignment of Mortgage;
- (4) the form of endorsement of the Mortgage Notes;
- (5) the Custodial Agreement;
- (6) the Clearing Agreement; and
- (7) such other documents, certificates, records and papers as we have deemed necessary and relevant as a basis for this opinion.

To the extent [we][I] have deemed necessary and proper, [we][I] have relied upon the representations and warranties of the Company contained in the Participation Agreement, the Custodial Agreement and the Clearing Agreement. [We][I] have assumed the authenticity of all documents submitted to [us][me] as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all documents.

Based upon the foregoing, it is [our][my] opinion that:

1. The Company is a corporation which is duly incorporated, validly existing and in good standing under the laws of the State of Florida and is qualified to transact business in, and is in good standing under, the laws of each other state in which such qualification is required.
2. The Company has the power to engage in the transactions contemplated by the Participation Agreement, the Custodial Agreement and the Clearing Agreement and all requisite power, authority and legal right to

execute and deliver the Participation Agreement, the Participation Certificate(s), the Custodial Agreement and the Clearing Agreement, and to perform and observe the terms and conditions of such instruments.

3. Each of the Participation Agreement, the Participation Certificate(s), the Custodial Agreement and the Clearing Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding agreement enforceable in accordance with its respective terms against the Company, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance, none of which will materially interfere with the realization of the benefits provided thereunder or with the certificateholder's ownership of the pool of Mortgage Loans. The pool of Mortgage Loans are not subject to any security interest, claim, pledge, hypothecation or lien.
4. The Company has been duly authorized to allow any of its officers to execute any and all documents by original signature in order to complete the transactions contemplated by the Participation Agreement, the Participation Certificate(s), the Custodial Agreement and the Clearing Agreement [and by original [or facsimile] signature in order to execute the endorsements to the Mortgage Notes and the assignments of Mortgages, and the original [or facsimile] signature of the officer at the Company executing the endorsements to the Mortgage Notes and the assignments of Mortgages represents the legal and valid signature of said officer of the Company].
5. Either (i) no consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by the Company of or compliance by the Company with the Participation Agreement, the Custodial Agreement, the Clearing Agreement or the Participation Certificates, or the sale of the Mortgage Loans as evidenced by the Participation Certificate(s) or the consummation of the transactions contemplated by the Participation Agreement; or (ii) any required consent, approval, authorization or order has been obtained by the Company. To the extent that the Participation Certificate(s) may be deemed "securities" under the Securities Act of 1933, as amended (the "Act"), the offer and sale of the Participation Certificate(s) by the Company to the Purchaser is exempt from registration pursuant to Sections 4(2) or (5) of such Act, subject to the Purchaser's representation that it will purchase such Participation Certificate(s) for its own account.
6. Neither the consummation of the transactions contemplated by, nor the fulfillment of the terms of, the Participation Agreement, the Participation Certificate(s), the Custodial Agreement or the Clearing Agreement conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under the articles of incorporation or by-laws of the Company, the terms of any indenture or other agreement or instrument to which the Company is a party or by which it is bound or to which it is subject, or violates any statute or order, rule, regulations, writ, injunction or decree of any court, governmental authority or regulatory body to which the Company is subject or by which it is bound.
7. There is no action, suit, proceeding or investigation pending or, to the best of [our][my] knowledge, threatened against the Company which, in [our][my] judgment, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of the Company or in any material impairment of the right or ability of the Company to carry on its business substantially as now conducted or in any material liability on the part of the Company or which would draw into question the validity of the Participation Agreement, the Participation Certificate(s), the Custodial Agreement, the Clearing Agreement or the pool of Mortgage Loans or of any action taken or to be taken in connection with the transactions contemplated thereby, or which would be likely to impair materially the ability of the Company to perform under the terms of the Participation Agreement, the Participation Certificate(s), the Custodial Agreement or the Clearing Agreement.
8. The sale of each Mortgage Note and Mortgage as and in the manner contemplated by the Participation Agreement is sufficient fully to transfer to each certificateholder all right, title and interest of the Company thereto as noteholder and mortgagee.
9. The Mortgages have been duly assigned and the Mortgage Notes have been duly endorsed as provided in the Custodial Agreement. The assignments of Mortgage are in recordable form, except for the insertion of the name of the assignee, and upon the name of the assignee being inserted, are acceptable for recording

under the laws of the state where each related Mortgaged Property is located. The endorsement of the Mortgage Notes, the delivery to the Custodian of the assignments of Mortgage, and the delivery of the original endorsed Mortgage Notes to the Custodian are sufficient to permit the Purchaser or a subsequent holder of a Participation Certificate to avail itself of all protection available under applicable law against the claims of any present or future creditors of the Company, and are sufficient to prevent any other sale, transfer, assignment, pledge or hypothecation of the Mortgages and the Mortgage Notes by the Company from being enforceable.

This opinion is given to you for your sole benefit, and no other person or entity is entitled to rely hereon except that the purchaser or purchasers to which you initially and directly resell the Participation Certificate(s) may rely on this opinion as if it were addressed to them as of its date.

Very truly yours,

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: [Assistant] General Counsel