

EXHIBIT A

**MORTGAGE LOAN
PURCHASE AND SALE AGREEMENT**

Between

TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation
("Seller")

and

URBAN FINANCIAL GROUP, INC., an Oklahoma corporation
("Purchaser")

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This **MORTGAGE LOAN PURCHASE AND SALE AGREEMENT** (the "**Agreement**") is dated as of the Effective Date (as defined below) and is between Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation (the "**Seller**"), with its principal place of business at 315 NE 14th Street, Ocala, FL 34470 and, Urban Financial Group, Inc., an Oklahoma Corporation (the "**Purchaser**"), with its principal place of business at 9175 S. Yale Avenue, Tulsa OK 74137. Seller, its parent, officers, directors, employees, agents, representatives and attorneys are also, collectively, sometimes referred to herein as the "**Seller Parties**". Seller, Seller Parties and Purchaser are referred to herein, individually, as a "**Party**," or collectively, as the "**Parties**."

RECITALS

WHEREAS, Seller's business was comprised of originating, underwriting, processing, and funding of conforming conventional and government-insured residential mortgage loans; sales of mortgage loans into the "secondary market" to government sponsored enterprises such as the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association; and mortgage payment processing and loan servicing;

WHEREAS, on August 24, 2009 (the "**Petition Date**"), Seller filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Middle District of Florida (Jacksonville) (the "**Bankruptcy Court**"). Seller's chapter 11 case is titled, *In Re Taylor, Bean and Whitaker Mortgage Corp.*, Case No. 09-07047-JAF (the "**Bankruptcy Case**").

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the reverse mortgage loans more specifically described herein;

WHEREAS, it is intended that the Transaction will be accomplished through the sale, transfer and assignment of the reverse mortgage loans listed on **Exhibit A** hereto by Seller to Purchaser pursuant to, and in accordance with, an order to be entered in the Bankruptcy Case under sections 105, 363 and other applicable provisions of the Bankruptcy Code, and the Transaction, and this Agreement are subject to, among other things, the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1. RECITALS

Section 1.1. Recitals. The above recitals are true and correct and are incorporated herein and made a part of this Agreement.

**Article 2.
DEFINITIONS**

Section 2.1. Definitions. Unless otherwise defined in this Agreement, the following terms have the following definitions:

"Aggregate Purchase Price" means the sum of the individual Purchase Prices for each of the Mortgage Loans to be purchased by Purchaser, as determined pursuant to Section 3.4 below.

"Assignment, Assumption and Conveyance" means an agreement with respect to the Mortgage Loans purchased on the Closing Date, in the form attached hereto as **Exhibit E**.

"Assignment of Mortgage" means an assignment of mortgage, notice of transfer or equivalent instrument, in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Mortgage Loan is located to reflect of record the transfer of the Mortgage Loan and the related Mortgage to the assignee named therein.

"Bankruptcy Case" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in the Recitals.

"Bankruptcy Court" shall have the meaning set forth in the Recitals.

"Business Day(s)" means any day other than a Saturday, Sunday, or a day on which banking and savings and loan institutions in the State of Florida are authorized or obligated by law or executive order to be closed.

"Closing Date" has the meaning set forth in Section 3.2 hereof.

"Effective Date" means the date upon which this Agreement has been fully executed by the Parties.

"Encumbrance" means any interest, charge, lien, claim (as defined in section 101(5) of the Bankruptcy Code), mortgage, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, or other similar restriction of any kind.

"Escrow Agent" has the meaning set forth in Section 3.6 hereof.

"FHA" means the Federal Housing Administration.

"FHA Advances" means the advances made by FHA to pay loan disbursements under the Mortgage Loans.

"FHA Insurance Contract" means the contractual obligations of Seller and FHA with respect to the insurance of an FHA Loan pursuant to the National Housing Act, as amended, including the obligation of FHA to make FHA Advances and the obligation to repay such FHA Advances.

"FHA Loan" means a Mortgage Loan which is the subject of an FHA Insurance Contract as evidenced by a mortgage insurance certificate.

"Governmental Authority" means any federal, state, local or foreign, governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self regulatory organization, agency or commission including, without limitation, the Bankruptcy Court.

"Hazardous Substances" means any substance presently defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise presently regulated under any environmental law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substances includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial hazardous or toxic substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl, and any and all of the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent presently regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides presently regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances presently regulated under the federal Solid Waste Disposal Act and the federal Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, presently regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §§ 1910.1200 *et seq.*; and industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*

"Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

"Liability" means any debt, loss, claim (as defined in section 101(5) of the Bankruptcy Code), damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, choate or inchoate, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

"MERS" means Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and its successors in interest.

"MERS Designated Mortgage Loan" means Mortgage Loans for which MERS has been designated as the mortgagee of record, as nominee for the Seller, in accordance with the MERS Procedures Manual.

"MERS Procedures Manual" means the MERS Procedures Manual, as it may be amended, supplemented or otherwise modified from time to time.

"MERS System" means MERS mortgage electronic registry system, as more particularly described in the MERS Procedures Manual.

"Mortgage" means with respect to a Mortgage Loan, the mortgage, security deed, deed to secure debt, deed of trust or other instrument which creates a first or second lien as set forth on the Mortgage Loan Schedule on the fee simple in such real property, including any riders, addenda, assumption agreements or modification relating thereto, which secures the Mortgage Note.

"Mortgage Loan" or **"Mortgage Loans"** means any mortgage loan listed in the Mortgage Loan Schedule.

"Mortgage Loan Documents" means with respect to any Mortgage Loan, the Mortgage Note, the Mortgage and any additional mortgage documents pertaining to such Mortgage Loan actually in the possession of the Seller or its designee as of the Closing Date.

"Mortgage Loan Schedule" means (a) as of the Effective Date, the schedule of Mortgage Loans attached to this Agreement as **Exhibit A**, and (b) as of the Closing Date, the final Mortgage Loan Schedule after giving effect to the following sentence. Seller reserves the right, at any time prior to Closing, to withdraw Mortgage Loans from the Mortgage Loan Schedule if a Mortgage Loan has been paid in full or the Mortgage Loan has been refinanced. Purchaser's obligations under this Agreement to close on the remainder of the Mortgage Loans shall not be affected by the withdrawal of Mortgage Loans by Seller or Purchaser.

"Mortgage Note" means the note, whether an original or a copy thereof, or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.

"Mortgaged Property" means with respect to each Mortgage Loan, the Mortgagor's real property securing repayment of the related Mortgage Note.

"Mortgagor" means the obligor(s) on a Mortgage Note.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

"Permitted Encumbrances" shall mean (i) any taxes or assessments not yet due and payable, (ii) any standard printed exceptions in title insurance commitments, (iii) all easements and rights-of-way of record and all utility service easements of record, (iv) all subdivision plats of record and declarations and restrictive covenants pertaining to the Mortgaged Property, (v) any liens or encumbrances relating to FHA Advances, and (vi) any other liens or encumbrances which are subordinate to the Mortgage.

"Purchase Price" means the Purchase Price for each of the Mortgage Loans as determined and described in Section 3.4 below.

"Sale Motion" means the motion to secure approval of, *inter alia*, the entry of the Sale Order by the Bankruptcy Court.

"Sale Order" means an Order of the Bankruptcy Court pursuant to, *inter alia*, sections 105 and 363 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Mortgage Loans to Purchaser on the terms and conditions set forth herein and (ii) containing certain findings of facts, including, without limitation, a finding that Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

"Seller's Closing Deliveries" has the meaning set forth in Section 7.1 hereof.

"Seller's Closing Documents" means the documents described in Sections 7.1(b) and 7.1(c) hereof.

"Seller Excluded Mortgage Loans" means the Mortgage Loans which are part of the Mortgage Loan Schedule as of the Effective Date but which are withdrawn or excluded by Seller for any of the reasons described in the definition of **"Mortgage Loan Schedule"**.

"Servicing File" means with respect to any Mortgage Loan a file pertaining to such Mortgage Loan which contains the documents in Seller's or its servicers possession necessary for the servicing of such Mortgage Loan.

"Transaction" means the transactions contemplated by this Agreement.

Section 2.2. Other Definitional Provisions Terms of Construction.

(a) Accounting terms not otherwise defined in this Agreement have the meanings given to those terms under GAAP.

(b) Defined terms may be used in the singular or the plural, as the context requires.

(c) References to Sections, Exhibits, Schedules and like references are to Sections, Exhibits, Schedules and the like of this Agreement unless otherwise expressly provided or to be provided at a later time.

(d) The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation."

(e) Unless the context in which it is used otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or."

(f) Unless the context in which it is used otherwise clearly requires, all references to days, weeks and months mean calendar days, weeks and months.

Article 3.

PURCHASE AND SALE OF EACH MORTGAGE LOAN

Section 3.1. Purchase and Sale of Each Mortgage Loan. Subject to approval by the Bankruptcy Court, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Mortgage Loans including the servicing rights thereto, listed in the Mortgage Loan Schedule, subject to and upon the terms and conditions hereof.

Section 3.2. Closing. The closing shall occur as soon as practical after the Sale Order is entered but in no event later than two (2) business days after such date (the "**Closing Date**"); provided, however, that Purchaser and Seller may mutually agree to extend the Closing Date or consent to an additional closing on any Mortgage Loan that is not conveyed on the initial Closing Date. The closing will be held at such location as the Purchaser and Seller mutually agree. Purchaser and Seller agree that the closing shall be effected by an escrow closing procedure whereby the Mortgage Loan Documents will be delivered to the Document Custodian described in Section 3.5(c). Notwithstanding the foregoing, Seller will not be obligated to deliver, or cause the Document Custodian, as applicable, to deliver or release, the Mortgage Loan Documents for any Mortgage Loan, or any other closing documents, to Purchaser until such time as Seller has received notification from its financial institution that the Purchase Price has been received by Seller.

Section 3.3. Due Diligence. Prior to the Effective Date Purchaser had the opportunity to perform due diligence on the Mortgage Loans based on the information Seller made available to Purchaser and such other documents and information requested by Purchaser and made available by Seller. Purchaser shall be responsible for all fees and expenses relating to Purchaser's due diligence.

Section 3.4. Purchase Price and Deposit.

(a) **Purchase Price.** The "**Purchase Price**" to be paid by Purchaser to Seller with respect to a Mortgage Loan shall be the "Purchase Price" for the Mortgage Loan set forth on the Mortgage Loan Schedule attached hereto as **Exhibit A**.

(b) **Deposit.** Within one (1) Business Day following Seller's execution of this Agreement, Purchaser shall deposit with the Escrow Agent an amount (the "**Deposit**") equal to ten percent (10%) of the Aggregate Purchase Price, based on the Purchase Prices shown on the Mortgage Loan Schedule, to be held by the Escrow Agent and disbursed pursuant to the terms of this Agreement and the Escrow Agreement. A pro rata share of the Deposit shall be applied to the benefit of Purchaser toward the payment of the Purchase Price or refunded to Purchaser or paid to Seller in accordance with the terms and conditions of this Agreement or otherwise described in accordance with the terms of Article 10 below. Seller, Purchaser and Escrow Agent shall execute the Escrow Agreement attached hereto as **Exhibit C** prior to delivery of the Deposit, which Escrow Agreement shall become effective upon the delivery of the Deposit to Escrow Agent. Any dispute as to the application or distribution of the Deposit shall be resolved by the Bankruptcy Court.

Section 3.5. Payment.

(a) The Purchase Price for each Mortgage Loan, net of the applicable pro rata share of the Deposit as described in Section 3.4(b) shall be paid on the Closing Date by wire transfer in immediately available funds as directed by Seller. Seller, simultaneously with the payment of the Purchase Price on the Closing Date, shall execute and deliver to Purchaser an Assignment and Conveyance with respect to the Mortgage Loans purchased on the Closing Date and identified on the final Mortgage Loan Schedule attached thereto. If the closing for any Mortgage Loan is delayed for any reason or if the Parties shall determine that the closing of any Mortgage Loan cannot or will not occur for any reason, the Parties shall nevertheless continue to close the other Mortgage Loans on the Closing Date.

(b) Within three (3) Business Days following the Closing Date, the contents of each Servicing File in Seller's possession shall be delivered to Purchaser, and Seller shall direct any third party in possession of a Servicing File to deliver the contents thereof to Purchaser. Nothing herein shall be construed to require Seller to retain any Servicing File or continue any obligations with respect thereto. Ownership of the contents of the Servicing Files shall vest in Purchaser on the Closing Date.

(c) No later than one (1) Business Day prior to the Closing Date, or such other date as the Parties shall agree, Seller shall deliver to an independent custodian selected by Purchaser and approved by Seller in its reasonable discretion (the "**Document Custodian**") the Mortgage Loan Documents, which Document Custodian shall hold such Mortgage Loan Documents in escrow pursuant to written instructions from Seller and approved by the Document Custodian in its reasonable discretion. The Purchaser shall have no obligation to close on a particular Mortgage Loan if Seller fails to deliver prior to the Closing Date (i) the Mortgage Loan Documents for such Mortgage Loan or (ii) any document required by the Bankruptcy Court for such conveyance, in which case the closing for all other Mortgage Loans shall occur as contemplated herein. The closing for such deferred Mortgage Loan shall be postponed until two (2) Business Days after delivery by Seller to the Document Custodian of such missing documents, at which time the individual Purchase Price shall be paid to Seller, and the Mortgage Loan shall be conveyed to Purchaser. If the Seller fails to deliver the missing documents for a deferred Mortgage Loan within ten (10) days after the Closing Date, either Purchaser or Seller shall have the right to remove the Mortgage Loan from the Mortgage Loan Schedule, and Purchaser shall have no obligation to purchase and Seller shall have no obligation to sell such Mortgage Loan.

Section 3.6. Escrow. The Parties acknowledge and agree that the following party shall serve as the escrow agent ("**Escrow Agent**") for purposes of holding the Deposit:

Fidelity National Title Insurance Company
Atlanta National Title Services Office
200 Galleria Parkway SE, Suite 2060
Atlanta, GA 30339
Attention: Shawn A. Tidwell, Esq.
Email: stidwell@fnf.com
Telephone: (678) 718-1428
Fax: (770) 850-8222

Payment for the use of the services of the Escrow Agent for purposes of holding the Deposit shall be the sole responsibility of Purchaser.

Article 4.
SERVICING; TRANSFER OF SERVICING

Section 4.1. Servicing of the Mortgage Loans.

Subject to the limitations imposed by the terms and conditions of this Article 4, the Seller shall have full power and authority, acting alone, to do any and all things in connection with such servicing and administration which the Seller may deem necessary or desirable, consistent with the terms of this Agreement. During the period between the entry of the Sale Order and the Closing Date, the Seller shall not, without the prior written consent of the Purchaser (i) modify a Mortgage Loan (including, without limitation, a release of any collateral or any party from liability on or with respect to such Mortgage Loan), (ii) forgive principal in respect of any Mortgage Loan, (iii) accept a deed in lieu of foreclosure with respect to any Mortgage Loan, (iv) consent in writing to the closing of any short sale in respect of any Mortgaged Property, (v) commence any foreclosure with respect to any Mortgage Loan or bankruptcy proceeding against any Mortgagor, and (vi) settle any condemnation or insurance claim or proceeding.

Section 4.2. Transfer of Servicing.

On the Closing Date, Purchaser shall commence the servicing obligations with respect to each Mortgage Loan and Seller shall cease any servicing of the Mortgage Loans.

Article 5.
**REPRESENTATIONS, WARRANTIES AND
ACKNOWLEDGEMENTS OF PURCHASER**

Section 5.1. Representations and Warranties. Purchaser represents, warrants and covenants to Seller as of the Effective Date and Closing Date, as follows:

(a) **Due Formation and Good Standing.** Purchaser is duly organized, validly existing and in good standing under the laws of its state of formation.

(b) **Authority and Capacity.** Subject to the entry of the Sale Order, Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements or instruments and the consummation of the Transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary company action. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Purchaser enforceable in accordance with its terms.

(c) **No Conflict.** Neither the execution and delivery of this Agreement, the consummation of the Transactions contemplated hereby nor compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or

provisions of Purchaser's [articles of organization or operating agreement; certificate of partnership or partnership agreement; articles of incorporation or by-laws] or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to Purchaser. No person or entity affiliated with Purchaser is affiliated with Seller or any present officer or director of Seller.

(d) **Statements Made.** No representation, warranty or written statement made by Purchaser in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished to Seller by Purchaser in connection with the Transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact.

(e) **Broker Fees.** Purchaser is wholly and solely responsible to any investment banker, broker or finder it has employed who might be entitled to a fee or commission upon consummation of the transactions contemplated by this Agreement.

(f) **Decision to Purchase.**

(i) Except as otherwise expressly set forth in this Agreement, neither Seller nor any of Seller Parties has made any, guaranties, promises, statements, assurances, representations or warranties, express or implied, to Purchaser including, without limitation, any pertaining to the status of title to the Mortgage Loans, the suitability of the Mortgage Loans for any purpose, the profitability of owning the Mortgage Loans, the physical or environmental condition of the Mortgaged Property, the suitability, habitability or merchantability or fitness of the Mortgage Loans for Purchaser's intended use or for any use whatsoever, the rental income or expenses thereof, the net or gross acreage contained therein, the zoning of the Mortgaged Property, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any Hazardous Substances or materials in, on or under the Mortgaged Property, or as to any other past, present or future matter whatsoever.

(ii) Purchaser acknowledges and agrees that with respect to each of the Mortgage Loans the data and files made available to it, together with Purchaser's ability to perform its own due diligence on each of the Mortgage Loans were an adequate and sufficient basis on which to determine whether to purchase each of the Mortgage Loans and upon which to enter into this Agreement for each Purchase Price set forth herein. Purchaser has made such independent investigations and engaged in such other due diligence as it deems to be warranted into the physical condition, title, nature, validity, enforceability, collectability and value of each of the Mortgage Loans, and all other facts Purchaser deemed material for its purchase of each of the Mortgage Loans, and Purchaser is entering into this transaction solely on the basis of that investigation and Purchaser's own judgment. Purchaser acknowledges that, except as set forth in this Agreement, Purchaser has not relied, and is not relying upon any information, document, sales brochures or other literature, maps, sketches, drawings, plans, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Seller or any of Seller Parties.

(iii) Purchaser acknowledges and agrees that it has satisfied itself regarding the condition of the Mortgage Loans, and that the Mortgage Loans will be purchased "AS IS AND WITH ALL FAULTS." Purchaser shall assume and shall be deemed to have assumed as of the Closing Date, (A) the responsibility and risk of all defects and deficiencies related to any FHA Insurance Contracts relating to or purporting to relate to the Mortgage Loans, and (B) the responsibility and risk of all defects to and conditions of the Mortgaged Properties, including such defects and conditions, if any that cannot be observed by casual inspection. Seller and Purchaser acknowledge and agree that this disclaimer has been specifically negotiated, and that the Mortgage Loans will be sold in their then-present condition. Except to the extent of any express representations contained in this Agreement, Purchaser hereby releases Seller Parties from any and all amounts, actions, demands, claims, costs, expenses, damages and liabilities (including, without limitation, reasonable attorneys' fees and costs) (collectively, the "**Released Liabilities**") relating to or arising from the condition or status of, or any other matter in any way pertaining to, the Mortgage Loans, whether such Released Liabilities are known or unknown, foreseen or unforeseen, patent or latent. The provisions of this Section shall survive the execution and delivery of any Mortgage Loan delivered hereunder and the closing of the Transactions contemplated hereby.

Article 6.
REPRESENTATIONS, WARRANTIES
AND ACKNOWLEDGEMENTS OF SELLER

Section 6.1. Representations and Warranties. As to each Mortgage Loan, Seller represents and warrants to Purchaser as of the Effective Date and Closing Date, as follows:

(a) **Authority and Capacity.** Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement. The execution, delivery and performance of this Agreement by Seller, and consummation of the transactions contemplated hereby, have been duly authorized and approved by all required action on the part of Seller, including by Seller's board of directors and, subject to the entry of the Sale Order, does not require any authorization or consent of Seller's shareholders or members that has not been obtained. This Agreement has been duly authorized, executed and delivered by Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of Seller enforceable in accordance with its terms and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

(b) **Ownership.** The Seller is the sole owner and holder of the Mortgage Loan. The Seller has not assigned or pledged the Mortgage Loan, and the Seller has full right to transfer and sell the Mortgage Loan therein to the Purchaser and to sell and assign each Mortgage Loan pursuant to this Agreement.

(c) **Survival of Representation and Warranties.** The representations and warranties of Seller set forth in this Agreement shall survive the Closing, but written notification of any claim arising therefrom must be received by Seller from Buyer within thirty (30) days after the Closing or such claim shall be forever barred and Seller shall have no liability with respect thereto. The aggregate liability of Seller for breach of any representations and warranties

made by it with respect to any particular Mortgage Loan shall not exceed the Purchase Price of such Mortgage Loan.

**Article 7.
TRANSFER OF INTEREST**

Section 7.1. Delivery of Seller Documents and Other Items. Subject to the approval of the Bankruptcy Court, on the Closing Date, Seller (or its designee) shall execute and deliver to Purchaser (or its designee) the following (collectively, "**Seller's Closing Deliveries**"):

- (a) Those Mortgage Loan Documents which are described on Exhibit D attached hereto and made a part hereof;
- (b) The Assignment, Assumption and Conveyance; and
- (c) Any other items required to be executed by the Bankruptcy Court.

Section 7.2. Delivery of Purchaser Documents and Other Items. On the Closing Date, Purchaser will execute and/or deliver to Seller or to other applicable parties the following (collectively, "**Purchaser's Closing Deliveries**"):

- (a) The Purchase Price for the Mortgage Loans purchased on the Closing Date, wired to Seller as provided herein;
- (b) The Assignment, Assumption and Conveyance; and
- (c) Any other items required to be executed by the Bankruptcy Court.

Section 7.3. Further Assurances.

Seller and Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carryout the transactions contemplated under this Agreement. In connection with the assignment of any MERS Designated Mortgage Loan, Seller agrees that promptly after the Closing, it will cooperate with Purchaser to cause the MERS System to indicate that the related Mortgage Loans have been assigned by Seller to Purchaser in accordance with this Agreement by including in such computer files the information required by the MERS System to identify Purchaser as owner of such Mortgage Loans.

Section 7.4. Liability for FHA Advances.

The Purchase Price reflects the assumption by Purchaser of the obligation of Seller to repay FHA or any other party who may have paid the FHA Advances. Purchaser is responsible for all fees and costs, including interest charges, associated with FHA Advances made with respect to the Mortgage Loans (including FHA Advances in addition to those set forth on Exhibit B attached hereto), and Purchaser shall repay all such FHA Advances promptly after the Closing Date. Purchaser shall provide to Seller written confirmation of such repayment with respect to the FHA Advances described on Exhibit B attached hereto within ten (10) days after

the Closing Date and shall provide to Seller written confirmation of all other repayment of FHA Advances as soon as practicable.

Article 8.
ACTION PRIOR TO THE CLOSING DATE

The Parties covenant and agree to take the following actions between the date hereof and the earlier of the termination of this Agreement and the Closing Date:

Section 8.1. Governmental Approvals. During the period prior to the Closing Date, Seller and Purchaser shall act diligently and reasonably, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable confidentiality and Legal Requirements to cause the conditions precedent to the Closing Date to be satisfied and to cause the Closing Date to occur.

Section 8.2. Bankruptcy Court Approval.

(a) Seller and Purchaser acknowledge that this Agreement and the sale of the Mortgage Loan are subject to, and expressly conditioned upon, Bankruptcy Court approval. Seller and Purchaser acknowledge that to obtain such approval, Seller must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Mortgage Loan, including, but not limited to, giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court.

(b) As soon as reasonably practicable after the Effective Date, Seller shall file the Sale Motion with the Bankruptcy Court, and shall take such action as reasonably necessary to request a hearing to approve the Sale Motion.

(c) Promptly after the filing of the Sale Motion, Seller shall cause the prompt delivery of notice to: (i) all known creditors, (ii) any party in interest with a known or potential claim against the Mortgage Loans, and (iii) each of the Mortgagors.

Article 9.
CONDITIONS TO CLOSING

Section 9.1. Conditions to Obligations of Purchaser.

The obligation of Purchaser to purchase the Mortgage Loans and otherwise to enter into the transactions contemplated by this Agreement shall be subject to the fulfillment (or, if permitted by applicable law, waiver) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date, and Purchaser shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof;

(b) each of the Seller's Closing Deliveries required to be made to Purchaser pursuant to Section 7.1 shall have been so delivered;

(c) the Sale Order shall have been; and

(d) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

Any condition specified in this Section 9.1 may be waived by Purchaser; provided that no such waiver shall be effective against Purchaser unless it is set forth in a writing executed by Purchaser.

Section 9.2. Conditions to Obligations of Seller. The obligation of Seller to sell the Mortgage Loans and otherwise enter into the transactions contemplated by this Agreement shall be subject to the fulfillment (or, if permitted by law, waiver) on or prior to the Closing Date of the following conditions:

(a) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date and Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof;

(b) each of the Purchaser's Closing Deliveries required to be made to Seller pursuant to Section 7.2 shall have been so delivered; and

(c) the Sale Order shall have been entered.

(d) No Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

Any condition specified in this Section 9.2 may be waived by Seller; provided that no such waiver shall be effective against Seller unless it is set forth in writing executed by Seller.

Article 10. TERMINATION

Section 10.1. Termination.

This Agreement may be terminated, and the transactions contemplated hereby may be abandoned by mutual written consent of Purchaser and Seller, or by written notice promptly given to the other Party hereto, at any time prior to the Closing Date as set forth below:

(a) By either Purchaser or Seller

(i) if any permanent injunction or other order of a court or competent authority or Governmental Authority which prevents the consummation of the transaction shall have become final and not appealable; or

(ii) if the Sale Order has not been entered on or before the sixtieth (60th) day following the Effective Date.

(b) By Purchaser

(i) upon ten (10) days written notice of such termination to the Seller, if the Closing Date has not occurred on or prior to the fifteenth (15th) Business Day after the Sale Order is entered; provided that the failure of the Closing Date to occur by such date is not due (in whole or in part) to a material breach by Purchaser of Purchaser's representations, warranties or covenants under this Agreement; or

(ii) if there has been a breach by Seller of any of its representations or warranties that would result in the conditions set forth in Section 9.1 not being met which breach is not cured within ten (10) Business Days after notice of such breach is given by Purchaser to Seller; or

(iii) if Seller fails to deliver Seller's Closing Documents on or before the Closing Date.

(c) By Seller

(i) upon ten (10) days written notice of such termination to the Purchaser, if the Closing Date has not occurred on or prior to the fifteenth (15th) Business Day after the Sale Order is entered; provided that the failure of the Closing Date to occur by such date is not due (in whole or in part) to a material breach by Seller of Seller's representations, warranties or covenants under this Agreement; or

(ii) if there has been a breach by Purchaser of any of its representations or warranties that would result in the conditions set forth in Section 9.2 not being met which breach is not cured within ten (10) Business Days after notice of such breach is given by Seller to Purchaser; or

(iii) if Purchaser fails to deliver Purchaser's Closing Deliveries on or before the Closing Date.

Section 10.2. Effect of Termination. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Article 10. If this Agreement terminates for any reason set forth in Section 10.1 and Seller is not entitled to retain the Deposit as liquidated damage pursuant to Section 10.4, the Deposit shall be refunded to Purchaser within three (3) Business Days after the date of such termination.

Notwithstanding the foregoing, the provisions of Section 10.4 and Section 11 shall expressly survive the expiration or termination of this Agreement.

Section 10.3. Reserved.

Section 10.4. Loss of Deposit. In the event of a default by Purchaser in performing its obligation to close the Transaction or in performing any other material obligation on Purchaser's part to be performed under this Agreement which would entitle Seller to terminate this Agreement pursuant to Section 10.1(c) and Seller exercises such termination right and the Agreement is terminated, Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty, and upon such retention this Agreement shall be deemed terminated and neither Party hereto shall have any obligations to or rights or remedies against the other hereunder, except for any agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A DEFAULT BY PURCHASER AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A DEFAULT BY PURCHASER. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS.**

**Article 11.
GENERAL PROVISIONS**

Section 11.1. Confidential Nature of Information. Subject to Seller's obligations under the Bankruptcy Code and any legal disclosure obligations of Seller relating thereto, all information disclosed by Purchaser to Seller or by Seller to Purchaser in connection with this Agreement or the transactions contemplated hereby, shall be and remain confidential, and Purchaser and Seller agree to retain them in confidence and to require their respective employees, consultants, professional representatives, and agents to retain said information in confidence. Neither Party will use or disclose to others, nor permit the use or disclosure of, any such confidential information obtained from or revealed by the other Party. Notwithstanding anything to the contrary in this Section 11.1, Purchaser may disclose any information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, Purchaser provides to Seller (i) prior written notice of the intended disclosure or (ii) if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure. In the event this Agreement is terminated without the Closing of the transaction contemplated hereby, each Party shall remain obligated under this Section and Purchaser shall forthwith deliver to Seller (without retaining copies thereof) any and all documents or other written information obtained from Purchaser in connection with the Agreement and the transaction contemplated hereby, provided however, that Purchaser may retain (a) any documents or records to the extent required by law or regulation or for internal legal or administrative purposes in accordance with its policies, and (b) any documents or records that would be unreasonably burdensome to destroy (such as archived computer records). The purpose of this section shall survive the Closing Date or the earlier termination of this Agreement for a period of one (1) year from the Effective Date.

Section 11.2. No Public Announcement. Neither Seller nor Purchaser shall, without the approval of Seller (in the case of a disclosure by Purchaser) or Purchaser (in the case of a disclosure by Seller), which approval in either case shall not be unreasonably withheld, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required as part of the Bankruptcy Case by securities laws, or by the rules of any stock exchange, in which case the other Party shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

Section 11.3. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by facsimile or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

Urban Financial Group, Inc.
9175 S. Yale Avenue #300
Attn: Bryan Hendershot
Tulsa, OK 74137
Facsimile: 918-477-7772

If to Seller, to:

Taylor, Bean & Whitaker Mortgage Corp.
315 N.E. 14th St.
Ocala, FL 34470
Attn: Mr. Neil Luria, Chief Restructuring Officer
Facsimile: (801) 751-9537

with a copy to (which shall not constitute notice):

Troutman Sanders LLP
600 Peachtree Street, NE, Suite 5200
Atlanta, Georgia 30308
Attn: John E. Buehner
Facsimile: (404) 962-6517

or to such other address or facsimile number as such Party may indicate by a notice delivered to the other Party hereto.

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the date following the date upon which it is delivered for overnight delivery to such courier service, if delivered personally (with written confirmation of receipt), on the date of such delivery or, if sent via facsimile, on the date of the transmission of the facsimile, provided that the sender thereof receives written confirmation that the facsimile was successfully delivered to the intended recipient.

Section 11.4. Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable without the written consent of the other Party hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

Section 11.5. Entire Agreement; Amendments. This Agreement and all exhibits hereto contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

Section 11.6. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 11.7. Expenses. Except as expressly provided otherwise herein, each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants. Payment for the all recording costs with respect to Assignments of Mortgage shall be the sole responsibility of Purchaser.

Section 11.8. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the

extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 11.9. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronically imaged signatures such as .pdf files shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.10. Governing Law.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.

(b) All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

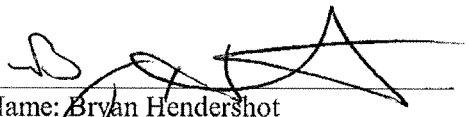
Section 11.11. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, as of the date set forth below.

PURCHASER:

URBAN FINANCIAL GROUP, INC., an
Oklahoma corporation

By: 
Name: Bryan Hendershot
Title: President
Date: May 24, 2010

SELLER:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., a Florida
corporation

By: _____
Neil Luria
Chief Restructuring Officer
Date: May 25, 2010

IN WITNESS WHEREOF, each of the undersigned Parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, as of the date set forth below.

PURCHASER:

URBAN FINANCIAL GROUP, INC., an
Oklahoma corporation

By: _____

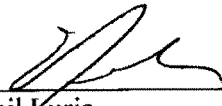
Name: Bryan Hendershot

Title: President

Date: May 24, 2010

SELLER:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., a Florida
corporation

By:  _____

Neil Luria

Chief Restructuring Officer

Date: May 25, 2010

Exhibit A**Mortgage Loan Schedule****TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
Sale of Reverse Mortgages**

Cellink #	TBW Loan #	Mortgaged Property (Address)	UPB	Allocated Purchase Price
5407	9456		\$90,991.61	\$84,176.85
5835	5340		\$111,712.02	\$87,560.87
6610	1453		\$123,059.44	\$123,059.44
8661	8161		\$237,172.08	\$124,376.21
0297	7358		\$271,089.70	0.00
0298	8453		\$60,285.80	\$60,285.80
0486	7818		\$176,932.73	\$123,650.05
0796	1676		\$142,673.71	\$133,173.71
0941	8139		\$231,999.77	0.00
2921	9820		\$69,634.18	\$32,391.79
3111	2161		\$119,892.51	\$66,141.25
3940	1605		\$50,417.26	\$50,417.26
4439	5520		\$157,751.59	0.00
4510	4944		\$99,290.21	0.00
5128	0376		\$126,676.91	\$109,552.05
9439	9552		\$96,303.96	\$67,191.88
9972	8903		\$116,924.55	0.00
0687	6299		\$89,430.13	\$51,216.25
1326	4285		\$60,050.07	\$21,984.89
1476	4494		\$69,144.03	0
1477	6239		\$85,913.18	0
1590	6063		\$68,980.02	0
1609	6141		\$201,506.22	0
			Total Purchase Price	\$1,135,178.30

NOTE: UPB based on 4/27 reports including estimated FHA Advances.**NOTE: Please enter Total Purchase Price in the space indicated above.**

Exhibit B

Celink #	TBW Loan #	Mortgaged Property (Address)	FHA Insured	Current Total UPB	Advances by FHA
5407	9456		Yes	\$90,991.61	
5835	5340		Yes	\$103,312.02	\$8,400.00
6510	1453		Yes	\$123,059.44	
8661	8161		Yes	\$167,172.08	\$70,000.00
0297	7358		No	\$271,089.70	
0298	8453		Yes	\$53,985.80	\$6,300.00
0486	7618		Yes	\$176,932.73	
0796	1675		Yes	\$142,673.71	
0941	8139		No	\$231,999.77	
2921	9820		Yes	\$69,634.18	
3111	2161		Yes	\$119,692.51	
3940	1605		Yes	\$50,417.26	
4439	5520		No	\$157,751.59	
4510	4944		No	\$99,290.21	
5128	0376		Yes	\$126,676.91	
9439	9552		Yes	\$96,303.96	
9972	8903		No	\$116,924.55	
0687	6299		Yes	\$89,430.13	
1326	4285		Yes	\$50,936.28	\$9,113.79
1476	4494		No	\$69,144.03	
1477	6239		No	\$85,913.18	
1590	6063		No	\$68,980.02	
1609	6141		No	\$201,506.22	

NOTE: UPB is as of 4/27/10 and presented separately from Advances by FHA, estimated at same date

Exhibit C

Escrow Agreement

THIS ESCROW AGREEMENT ("**Agreement**") is entered into this 25th day of May, 2010, by and among TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("**Seller**"), Urban Financial Group, Inc., an Oklahoma Corporation ("**Purchaser**"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY ("**Escrow Agent**").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Mortgage Loan Purchase and Sale Agreement (the "**Contract**") to which this Agreement is attached as **Exhibit C**, with respect to certain mortgage loans more particularly described in the Contract; and

WHEREAS, Section 3.4 of the Contract provides for the payment of One Hundred Thirteen Thousand Five Hundred Seventeen and 83/100 (\$113,517.83) Dollars to Escrow Agent as the "Deposit" under the Contract to be held, invested and disbursed by Escrow Agent in accordance with the Contract and this Agreement.

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

1. **Delivery of Deposit.** Purchaser has delivered to Escrow Agent the Deposit by wire transfer, and Escrow Agent hereby acknowledges receipt of said Deposit.

2. **Investment of Deposit.** Escrow Agent hereby agrees to hold, administer and disburse the Deposit pursuant to this Agreement. Escrow Agent shall deposit the Deposit in an account with Escrow Agent's regular national banking association or state chartered bank. Escrow Agent shall segregate and hold the Deposit separate and apart from any of its own funds and general assets (the "**Account**") for the benefit of the Purchaser. Escrow Agent shall provide evidence of the establishment of the Account to the Purchaser and Seller.

3. **Disbursement of Deposit.** Upon (i) receipt by Escrow Agent of written notice and certification from either of Seller or Purchaser (which such party, as the case may be, is hereinafter referred to as the "**Notifying Party**") and the other of either Seller or Purchaser, as the case may be, is hereinafter referred to as the "**Non-Notifying Party**") to Escrow Agent (and with a copy of such notice to be delivered to the Non-Notifying Party), that there exist certain conditions or facts which under the Contract entitle the Notifying Party to receipt of the Deposit, or any portion thereof, from Escrow Agent; and (ii) a failure by Escrow Agent to receive within ten (10) days after receipt thereof, a written notice and certification from the Non-Notifying Party as to the non-existence of the conditions or facts certified by the Notifying Party, then the Escrow Agent shall disburse the Deposit, or such portion thereof as may be applicable, to the Notifying Party.

4. Compensation and Liability of Escrow Agent. Escrow Agent shall be entitled to a fee in the amount of \$500.00 for its services hereunder, which shall be paid by Purchaser. Escrow Agent shall be liable only to hold the Deposit and to deliver same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement, or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any property then held by it under this Agreement, and in so doing, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (i) the right of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the property involved herein or affected hereby, or (ii) all differences shall have been adjusted by agreement between Seller and Purchaser and Escrow Agent shall have been notified in writing of such agreement signed by Seller and Purchaser. Further, Escrow Agent shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit into the United States Bankruptcy Court for the Middle District of Florida for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

5. FDIC Insurance. Purchaser and Seller confirm their understanding and agreement that the Deposit will be deposited in Escrow Agent's national banking association or state chartered bank (the "Bank") as set forth in Section 2 and that the moneys held in the Account may exceed available FDIC insurance. Purchaser and Seller fully understand and accept the risk of full or partial loss of the Deposit or temporary unavailability of the Deposit (collectively, a "Loss") resulting from any Bank closing, Bank failure, or Bank insolvency, receivership, bankruptcy, dissolution or similar event or proceeding, and agree that the Escrow Agent shall have no responsibility or liability to either of them for any Loss.

6. Indemnification. Except with respect to the negligence, willful malfeasance or intentional misconduct of Escrow Agent, Purchaser and Seller hereby indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including, without limitation, costs of investigation and legal counsel fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder, including, without limitation, any interpleader action or other litigation arising from this Agreement or involving the subject matter hereof.

7. Notices. All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, or if such person is not available, the date such notice is left at the address of the person to whom it is directed, or (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by

a courier service (including Federal Express, Express Mail, Emery or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, with confirmation of receipt requested, or (iv) on the date the notice is delivered via facsimile, provided that a second copy of the notice is simultaneously sent pursuant to one of the other methods permitted by this provision. The initial notice address of each signatory to this Agreement is set forth below.

PURCHASER

Urban Financial Group, Inc.
9175 S. Yale Avenue #300
Tulsa, OK 74137
Fax: 918.477.7772
Attention: Bryan Hendershot

SELLER:

Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, FL 34470
Fax: 801.751.9537
Attention: Neil Luria

ESCROW AGENT:

Fidelity National Title Insurance Company
Atlanta National Title Services Office
200 Galleria Parkway SE, Suite 2060
Atlanta, GA 30339
Fax: (770) 850-8222
Attention: Shawn A. Tidwell, Esq.

Each party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

9. Time of Essence. Time is of the essence in this Agreement.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. The parties agree that this Agreement, and any documents to be delivered pursuant to this Agreement, may be transmitted between them by email and/or by

facsimile. The parties intend that facsimile signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties.

11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the state of New York and shall in all respects be governed by, construed and enforced in accordance with the laws of the state of New York, without application of its conflicts of laws principles.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date and year first above written.

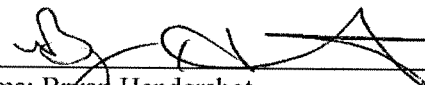
SELLER:

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP., a Florida corporation

By: _____
Name: Neil Luria
Title: Chief Restructuring Officer

PURCHASER:

URBAN FINANCIAL GROUP, INC.,
an Oklahoma corporation

By:  _____
Name: Bryan Hendershot
Title: President

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

Exhibit D

Mortgage Loan Documents Delivered at Closing

With respect to each Mortgage Loan, the Mortgage Loan Documents to be delivered to the Document Custodian shall mean each of the following items:

(a) Either (i) the original Mortgage Note, bearing all intervening endorsements or allonges, or (ii) if the original Mortgage Note has been misplaced or is not otherwise available, a copy of the Mortgage Note accompanied by and attached to a Lost Note Affidavit in the form attached hereto as **Schedule D-1**, together with an allonge, endorsed, "Pay to the order of [Purchaser], without recourse" and signed in the name of Seller by an authorized officer, including any riders thereto".

(b) Except as provided herein and for each Mortgage Loan that is not a MERS Designated Mortgage Loan, either: (i) the original recorded Mortgage, including all riders thereto, with recording information thereon, or (ii), if the original Mortgage has been misplaced, a copy of the recorded Mortgage, including all riders thereto, showing the recording information thereon.

(c) In the case of each Mortgage Loan that is not a MERS Designated Mortgage Loan, an original individual Assignment of Mortgage for each Mortgage Loan, in favor of Purchaser, in form and substance acceptable for recording but not recorded. Purchaser agrees to deliver to Seller by June 7, 2010, a proposed form of each Assignment of Mortgage for Seller's review.

(d) To the extent this Seller's possession, an original or a copy of (i) an attorney's opinion of title and abstract of title the form and substance of which is acceptable to mortgage lending institutions making mortgage loans in the area where the Mortgaged Property is located or (ii) an American Land Title Association ("**ALTA**") lender's title insurance policy or other generally acceptable form of policy of insurance, issued by a title insurer qualified to do business in the jurisdiction where the Mortgaged Property is located, insuring the Seller, its successors and assigns, with respect to each Mortgage Loan as to the priority lien of the Mortgage in the original principal amount of the Mortgage Loan (or, if such policy has not yet been issued by the insurer, the preliminary title report or title commitment).

(e) Copies of all intervening assignments in Seller's possession, if any, with evidence of recording thereon, if applicable.

(f) Copies of all assumption, modification, consolidation or extension agreements in Seller's possession, if any.

(j) The mortgage insurance documentation in Seller's possession, if any, with respect to each FHA Loan.

Schedule D-1

LOST NOTE AFFIDAVIT

TBW Loan # _____
Borrower's Name: _____

STATE OF _____)
COUNTY OF _____) SS.:

I, _____ as _____ of Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), am authorized to make this Affidavit on behalf of TBW in connection with the sale of a mortgage loan by TBW to _____ ("Loan Purchaser"), and being duly sworn, depose and say, on behalf of TBW as follows:

1. That TBW is the holder of the following described promissory note ("Note"):

Date: _____
Loan No.: _____
Borrower(s) _____
Original Payee: _____
Original Principal Amount: \$ _____
Address of Mortgaged Property: _____

2. That the original Note was not located after a diligent search which consisted of a thorough search of TBW's corporate offices and that the original of the Note appears to have been lost, mislaid or misfiled.

3. That the records of TBW do not show that such Note was ever released, paid off, satisfied, assigned, transferred or hypothecated.

4. That TBW is aware that the Loan Purchaser, to which the loan evidenced by the Note is to be assigned, is entitled to rely upon the statements made herein as to such Note having been lost, mislaid or misfiled and never having been released, paid off, satisfied, assigned, transferred or hypothecated.

5. That in the event that TBW should ever locate said Note, TBW agrees to provide said Note to the Loan Purchaser (or its designee) upon return of this Affidavit to TBW.

6. That attached hereto is a true and correct copy of the Note.

7. This Affidavit is intended to be relied on by the Loan Purchaser, its successors, and assigns.

EXECUTED THIS ____ day of June, 2010:

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: _____

On this _____ day of June, 2010, before me appeared
_____, to me personally know, who being duly
sworn did say that she/he is the _____ of Taylor, Bean &
Whitaker Mortgage Corp., and that said Lost Note Affidavit was signed and sealed on behalf of
such corporation and said _____ acknowledged this instrument to
be the free act and deed of said corporation.

Notary Public in and for the
State of _____.

My Commission expires: _____.

Exhibit E

Form of Assignment, Assumption and Conveyance

This Assignment, Assumption and Conveyance (the "**Assignment, Assumption and Conveyance**"), dated [____], 2010, is made by Taylor, Bean & Whitaker Mortgage Corp. (the "**Seller**") and _____ ("**Purchaser**") pursuant to the terms and conditions of the Mortgage Loan Purchase and Sale Agreement, dated as of [____], 2010 (the "**Agreement**"), between Seller and Purchaser, the provisions of which are incorporated here, as such terms may be modified or supplemented herein. All capitalized terms shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

The Seller hereby sells, transfers and assigns to the Purchaser, all of the Seller's right, title and interest in and to the Mortgage Loans described on the Mortgage Loan Schedule attached hereto as **Schedule I**, together with the related Mortgage Loan Documents, the Servicing Files and servicing rights, in accordance with the terms of the Agreement, as such terms may be supplemented or modified by this Assignment, Assumption and Conveyance. The Purchaser hereby accepts and assumes all of Seller's rights and obligations under the Mortgage Loans described on the Mortgage Loan Schedule attached as **Schedule I** and under all FHA Insurance Contracts related to such Mortgage Loans.

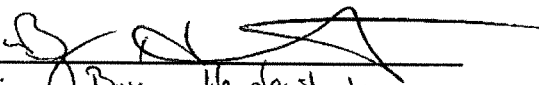
This Assignment, Assumption and Conveyance shall be governed and interpreted in accordance with the laws of the State of New York. Any dispute arising out of this Assignment, Assumption and Conveyance shall be subject to the exclusive jurisdiction of the U.S. Bankruptcy Court, Middle District of Florida (Jacksonville). This Assignment may be executed in one or more actual counterparts, all of which together shall be one and the same instrument and all of which shall be considered duplicate originals. This Assignment, Assumption and Conveyance shall be binding upon and inure to the benefit of the parties hereto and their respective predecessors, successors, heirs, administrators, affiliates and assigns, and upon any corporation or other entity into or with which any party hereto may merge or consolidate.

TO WITNESS THIS, the Seller and Purchaser have each caused its name to be signed by a duly authorized officer as of the date first written above.

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: _____

[PURCHASER].

By: 
Name: Bryan Henderson
Title: President

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