

EXHIBIT A

Agreement

**MORTGAGE LOAN
PURCHASE AND SALE AGREEMENT**

Between

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

("Seller")

and

SELENE FINANCE LP, a Delaware limited partnership

("Purchaser")

TABLE OF CONTENTS

Article 1. RECITALS1
 Section 1.1. Recitals1

Article 2. DEFINITIONS2
 Section 2.1. Definitions2
 Section 2.2. Other Definitional Provisions; Terms of Construction.....8

Article 3. PURCHASE AND SALE OF EACH MORTGAGE LOAN8
 Section 3.1. Purchase and Sale of Each Mortgage Loan8
 Section 3.2. Closing.....9
 Section 3.3. Due Diligence10
 Section 3.4. Purchase Price and Deposit11
 Section 3.5. Payment12
 Section 3.6. Escrow12
 Section 3.7. Casualty Damage13
 Section 3.8. Material Litigation13

Article 4. SERVICING; TRANSFER OF SERVICING14
 Section 4.1. Servicing of the Mortgage Loans14
 Section 4.2. Transfer of Servicing14

Article 5. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF PURCHASER.....14
 Section 5.1. Representations and Warranties14

Article 6. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF SELLER.....16
 Section 6.1. Representations and Warranties16

Article 7. TRANSFER OF INTEREST17
 Section 7.1. Delivery of Seller Documents and Other Items.....17
 Section 7.2. Delivery of Purchaser Documents and Other Items18
 Section 7.3. Further Assurances18
 Section 7.4. Expenses; Liabilities19

Article 8. ACTION PRIOR TO THE CLOSING DATE19
 Section 8.1. Bankruptcy Court Approval19
 Section 8.2. No Other “Stalking Horse” Offers.....20
 Section 8.3. Cease and Desist Order Confirmations.....20

Article 9. CONDITIONS TO CLOSING20
 Section 9.1. Conditions To Obligations of Each Party20
 Section 9.2. Conditions to Obligations of Purchaser21
 Section 9.3. Conditions to Obligations of Seller21

Article 10. TERMINATION	22
Section 10.1. Termination.....	22
Section 10.2. Effect of Termination	23
Section 10.3. Break Up Fee	23
Section 10.4. Loss of Deposit	24
Article 11. GENERAL PROVISIONS	24
Section 11.1. Confidential Nature of Information	24
Section 11.2. No Public Announcement	24
Section 11.3. Notices	25
Section 11.4. Successors and Assigns	26
Section 11.5. Entire Agreement; Amendments	26
Section 11.6. Waivers	26
Section 11.7. Expenses	27
Section 11.8. Partial Invalidity	27
Section 11.9. Execution in Counterparts	27
Section 11.10. Governing Law	27
Section 11.11. No Third Party Beneficiaries	27
Section 11.12. Survival; Exclusive Remedy.....	28
Exhibit A Mortgage Loan Schedule	
Exhibit B Escrow Agreement	
Exhibit C-1 Mortgage Loan Document Inventory (Custodian possessed)	
Exhibit C-2 Mortgage Loan Document Inventory (Servicer possessed)	
Exhibit D Cease and Desist Orders	
Exhibit E Form of Assignment and Conveyance	
Exhibit F Form of Custodian Bailee Letter	
Exhibit G Form of Attorney Bailee Letter	

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 ("**Seller**"), with its principal place of business at 315 NE 14th Street, Ocala, FL 34470, and SELENE FINANCE LP, a Delaware limited partnership ("**Purchaser**"), with its principal place of business at 650 Madison Avenue, 19th Floor, New York, NY 10022. Seller, its parent, officers, directors, employees, agents, representatives and attorneys are collectively sometimes referred to herein as the "**Seller Parties.**" Seller, the Seller Parties and Purchaser are referred to herein, individually, as a "**Party,**" or collectively as the "**Parties.**"

RECITALS

WHEREAS, Seller was previously a leading mortgage lender whose business was comprised of (i) originating, underwriting, processing, and funding conforming conventional and government-insured residential mortgage loans, (ii) 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 (iii) mortgage payment processing and loan servicing; and

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**"), and Seller's chapter 11 case is titled, *In Re Taylor, Bean and Whitaker Mortgage Corp.*, Case No. 09-07047-JAF (the "**Bankruptcy Case**"); and

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 mortgage loans more specifically described herein (the "**Transaction**"); and

WHEREAS, it is intended that the Transaction will be accomplished through the sale, transfer and assignment of the 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, competitive bidding and 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 into 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 meanings:

“**Accepted Servicing Practices**” means the procedures, including prudent collection and loan administration procedures, in accordance with accepted mortgage servicing practices, of prudent mortgage lending institutions which service assets of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located.

“**Assignment 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 Property is located to reflect of record the transfer of the Mortgage Loan and the related Mortgage to the assignee named therein.

“**Attorney Bailee Letter**” means that certain bailee letter, substantially in the form attached hereto as **Exhibit G**, to be entered into by Seller’s or Servicer’s attorneys holding Litigated Mortgage Loan Documents no later than three (3) Business Days prior to the Closing Date.

“**Attorney Notification**” has the meaning set forth in Section 3.2 hereof.

“**Auction**” has the meaning set forth in Section 8.2(a) hereof.

“**Bankruptcy Case**” has the meaning set forth in the Recitals.

“**Bankruptcy Code**” has the meaning set forth in the Recitals.

“**Bankruptcy Court**” has the meaning set forth in the Recitals.

“**Bidding Procedures**” means the bidding procedures governing the marketing and sale of all or substantially all of the Mortgage Loans and set forth in the Procedures Order.

“**Break-Up Fee**” has the meaning set forth in Section 10.3 hereof.

“**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 New York are authorized or obligated by law or executive order to be closed.

“**C&D Order**” has the meaning set forth in Section 6.1(c) hereof.

“**C&D Withdrawal Date**” has the meaning set forth in Section 8.3 hereof.

“**Closing**” means the closing of the Transaction on the Closing Date.

“**Closing Date**” has the meaning set forth in Section 3.2 hereof.

“**Confirmation**” has the meaning set forth in Section 8.3 hereof.

“**Critical Mortgage Loan Documents**” has the meaning set forth in Section 3.3(b) hereof.

“**Custodian**” means U.S. Bank, in its capacity as custodian of the Mortgage Loan Documents.

“**Custodian Bailee Letter**” means that certain bailee letter, in the form attached hereto as **Exhibit F**, to be entered into among Seller, Purchaser, and Custodian (if Purchaser is the successful bidder at the Auction) no later than five (5) Business Days prior to the Closing Date.

“**Cut-Off Date**” means the close of business on the last day of the calendar month immediately preceding the month in which the Closing Date occurs.

“**Cut-Off Date Principal Balance**” means as to each Mortgage Loan, the unpaid principal balance of such Mortgage Loan as of the Cut-Off Date, after deduction and application of all payments of principal due and received by the Cut-Off Date.

“**Damaged Property**” has the meaning set forth in Section 3.7 hereof.

“**Delinquent**” as to any Mortgage Loan means that the Monthly Payment in respect of such Mortgage Loan has not been received by the end of the day immediately preceding the Mortgage Loan’s next due date. For example, a Mortgage Loan with a due date of November 1, 2010, with no payment received by the close of business on November 30, 2010, would be reported as delinquent for the month of November.

“**Effective Date**” means the date upon which this Agreement has been fully executed by the Parties. If Seller is the first Party to execute this Agreement and Purchaser does not execute this Agreement and deliver a counterpart thereof to Seller within three (3) Business Days after Seller executes and delivers a counterpart of this Agreement to Purchaser, then Seller’s counterparts may be withdrawn at any time. The preceding sentence shall not be construed to require Seller to be the first Party to execute this Agreement.

“**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 Insurance Contract**” means the contractual obligation of FHA respecting the insurance of an FHA Loan pursuant to the National Housing Act, as amended.

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

“**Final Order**” means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

“**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.*

“**Individual Purchase Price**” means the portion of the Purchase Price allocable to each Mortgage Loan equal to the product of (A) the Cut-Off Date Principal Balance for such Mortgage Loan and (B) the Purchase Price Percentage for such Mortgage Loan.

“**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).

“**Litigated Mortgage Loan Documents**” has the meaning set forth in Section 3.2 hereof.

“**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.

“**Monthly Payment**” means the scheduled monthly payment of principal and/or interest on a Mortgage Loan.

“**Mortgage**” means with respect to a Mortgage Loan, the mortgage, 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 Document Inventory**” means the list of Mortgage Loan Documents pertaining to each Mortgage Loan, as prepared by the Custodian and attached hereto as **Exhibit C-1** (as to documents in the possession of the Custodian) and by Seller and attached hereto as **Exhibit C-2** (as to documents in the possession of the Servicer), as such inventory may be updated from time to time by written notice given by Seller to Purchaser specifying additional Mortgage Loan Documents in the possession of the Custodian, the Servicer, or Seller that were not initially identified on **Exhibit C-1** or **Exhibit C-2** on the Effective Date.

“Mortgage Loan Documents” means with respect to each Mortgage Loan, the mortgage loan documents pertaining to such Mortgage Loan that are specified on the Mortgage Loan Document Inventory and any additional mortgage documents pertaining to such Mortgage Loan actually in the possession of the Custodian, Seller or the Servicer 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 attached to the Assignment and Conveyance. Seller reserves the right, at any time on or prior to the date of the Auction, to withdraw Mortgage Loans from the Mortgage Loan Schedule if (i) such Mortgage Loans have been paid in full, or (ii) such Mortgage Loans have been refinanced, or (iii) a judgment of foreclosure has been entered in respect of such Mortgage Loan and has become a Final Order, or (iv) the property securing such Mortgage Loan has been approved for a short sale; provided that, in each such case, there is a corresponding reduction in the Purchase Price equal to the Individual Purchase Price of each such Mortgage Loan withdrawn by Seller. Purchaser reserves the right to withdraw Purchaser Excluded Mortgage Loans from the final Mortgage Loan Schedule in accordance with the terms of this Agreement, in which case there shall be a corresponding reduction in the Purchase Price equal to the Individual Purchase Price of each such Mortgage Loan withdrawn by Purchaser. 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 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, consisting of a fee simple interest in a single parcel of real property improved by a one to four family residential dwelling.

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

“Non Applicability Evidence” has the meaning set forth in Section 8.3 hereof.

“Nonperforming Mortgage Loan” means as of the Cut-Off Date, a Mortgage Loan that is Delinquent for at least one (1) Monthly Payment.

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

“Performing Mortgage Loan” means as of the Cut-Off Date, a Mortgage Loan that is not Delinquent.

“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, and (iv) all subdivision plats of record and declarations and restrictive covenants pertaining to the Mortgage Loan.

“Possessing Party” has the meaning set forth in Section 3.3(b) hereof.

“Procedures and Sale Motion” means the motion, in a form satisfactory to Purchaser in its commercially reasonable discretion, to secure approval of, *inter alia*, (i) the Bidding Procedures, (ii) Purchaser as the stalking horse bidder, (iii) the amount, timing and terms of payment of the Break-Up Fee as set forth herein, and (iv) entry of the Sale Order by the Bankruptcy Court.

“Procedures Order” means an Order of the Bankruptcy Court approving (i) the Bidding Procedures, (ii) Purchaser as the stalking horse bidder, and (iii) the amount, timing and terms of payment of the Break-Up Fee as set forth herein, the form of which shall be satisfactory to Purchaser in its commercially reasonable discretion, which shall be an exhibit to the Procedures and Sale Motion. The Procedures Order shall further provide that the Purchase Price Percentage Schedule of each bidder shall be kept confidential by Seller and shall not be required to be filed with the Bankruptcy Court or provided to any other bidder.

“Purchase Price” means the Purchase Price for the Mortgage Loans as determined and described in Section 3.4 below.

“Purchase Price Percentage” means, as to each Mortgage Loan, the percentage identified as the Purchase Price Percentage for such Mortgage Loan, as set forth opposite the description of such Mortgage Loan on the Purchase Price Percentage Schedule.

“Purchase Price Percentage Schedule” means the schedule of Purchase Price Percentages which Purchaser shall furnish to Seller simultaneously with Purchaser’s execution and delivery of this Agreement, which schedule shall not be attached as an exhibit or schedule to this Agreement or, except as otherwise required by the Bankruptcy Court, disclosed by Seller to potential bidders in connection with the Auction.

“Purchaser Excluded Mortgage Loans” means the Mortgage Loans which are part of the Mortgage Loan Schedule as of the Effective Date but which are withdrawn by Purchaser for the reasons described in Section 3.2, 3.3(b), 3.7, 3.8, 7.3, or 8.3 hereof.

“Released Liabilities” has the meaning set forth in Section 5.1(f) hereof.

“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, the form of which shall be satisfactory to Purchaser in its commercially reasonable discretion and in substantially the same form attached to the Procedures and Sale Motion.

“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”** or in Section 6.1(b) hereof.

“Servicer” shall mean Selene Finance LP.

“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 servicer’s possession necessary for the servicing of such Mortgage Loan.

“State” has the meaning set forth in Section 8.3 hereof.

“Vacated Order” has the meaning set forth in Section 8.3 hereof.

“Verification Period” has the meaning set forth in Section 3.3(b) hereof.

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. If the date on or by which a Party is required to take an action falls on a day that is not a Business Day, the date on or by which such action is required to be taken shall be extended to the next following Business Day.

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 on a servicing released basis, and Purchaser hereby agrees to purchase from Seller on

a servicing released basis, all of Seller's right, title and interest in and to the Mortgage Loans, including the servicing rights thereto, 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 (i) later than ten (10) Business Days after such date, or (ii) earlier than five (5) Business Days after the Cut-Off Date (the "**Closing Date**"); provided that if the tenth (10th) Business Day after the date the Sale Order is entered occurs within the first five (5) Business Days of any calendar month, the Closing Date shall be extended to the fifth (5th) Business Day of such calendar month; and provided further that Purchaser and Seller may mutually agree to extend the 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 a procedure whereby (i) pursuant to the Custodian Bailee Letter the Custodian will acknowledge and agree that, as of the time that Seller receives notification from its financial institution that the Purchase Price has been received by Seller, the Custodian is holding the Mortgage Loan Documents described in Exhibit C-1 (as it may be amended) in custody for Purchaser, (ii) the Servicer will acknowledge and agree that, as of the time that Seller receives notification from its financial institution that the Purchase Price has been received by Seller, the Servicer is holding the Mortgage Loan Documents described in Exhibit C-2 (as it may be amended) in custody for Purchaser, and (iii) pursuant to an Attorney Bailee Letter, each of Seller's and Servicer's attorneys holding Litigated Mortgage Loan Documents will acknowledge and agree that, as of the time that Seller receives notification from its financial institution that the Purchase Price has been received by Seller, such attorney is holding such Litigated Mortgage Loan Documents in custody for the Purchaser. With respect to any Mortgage Loan Documents purchased by Purchaser that, at Closing, are in the possession of Seller's or Servicer's attorneys or the court (as set forth in an Attorney Bailee Letter) in which a foreclosure proceeding relating to a Mortgage Loan is pending (collectively, the "**Litigated Mortgage Loan Documents**"), (a) such Litigated Mortgage Loan Documents shall remain, at Closing, in the possession of Seller's or Servicer's attorneys or the court (as set forth in an Attorney Bailee Letter) in which a foreclosure proceeding relating to a Mortgage Loan is pending, and (b) on the Closing Date, Seller shall notify Seller's or Servicer's attorneys holding Litigated Mortgage Loan Documents (an "**Attorney Notification**") that (1) such Litigated Mortgage Loan Documents have been assigned to Purchaser, (2) such attorneys are not authorized to continue to pursue any pending litigation or to take any other action in respect of the Litigated Mortgage Loan Documents directly or indirectly on behalf of Seller, and (3) such attorneys will act only in accordance with Purchaser's written instructions. If, at least three (3) Business Days prior to Closing, Seller has not received an Attorney Bailee Letter from an attorney of Seller or Servicer holding Litigated Mortgage Loan Documents, then, solely with respect to the Mortgage Loan evidenced by such Litigated Mortgage Loan Documents, Purchaser shall have the right, by written notice given to Seller at least one (1) Business Day prior to Closing, to withdraw from the Mortgage Loan Schedule the Mortgage Loan relating to such Litigated Mortgage Loan Documents, and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan. Seller will not be obligated to deliver, or cause any Possessing Party, 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.

Within two (2) Business Days following the Auction, Seller shall deliver to the Custodian with respect to each Mortgage Loan (x) that is not a MERS Designated Mortgage Loan, an original Assignment of Mortgage from Seller in blank and (y) an original endorsement for each Mortgage Note, endorsed "Pay to the order of _____, without recourse" and signed by Seller. Each such Assignment of Mortgage and Mortgage Note endorsement shall be Mortgage Loan Documents to be held by the Custodian subject to the Custodian Bailee Letter. If, during Purchaser's physical inspection of the Mortgage Loan Documents at the Custodian's office during the Verification Period, any such Assignment of Mortgage or Mortgage Note endorsement is not then held by the Custodian and made available to Purchaser for inspection, Purchaser shall have the right, by written notice given to Seller at least one (1) Business Day prior to Closing, to withdraw from the Mortgage Loan Schedule such Mortgage Loan, and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan.

Section 3.3. Due Diligence.

(a) 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 (including in an electronic data room and the electronic images of the documents described in the Mortgage Loan Document Inventory) and such other documents and information requested by Purchaser and made available by Seller (including electronic images of those documents described on the Mortgage Loan Document Inventory). Seller acknowledges that the Mortgage Loan Schedule attached hereto as **Exhibit A** includes the Mortgage Loans which the Purchaser identified it would purchase for a Purchase Price calculated using the Purchase Price Percentages applicable to each Mortgage Loan, as set forth on the Purchase Price Percentage Schedule, subject to Seller's right to exclude the Seller Excluded Mortgage Loans and Purchaser's right to exclude the Purchaser Excluded Mortgage Loans. Seller acknowledges that, except as otherwise agreed between Purchaser and Seller, Purchaser shall have no obligation to share any of Purchaser's due diligence results with Seller or any other party. Except as otherwise agreed in writing between Purchaser and Seller, Purchaser shall be responsible for all fees and expenses relating to Purchaser's due diligence. Notwithstanding the foregoing, Purchaser shall have the right to perform additional due diligence following the Effective Date.

(b) If Purchaser is the successful bidder at the Auction, then, following the Auction and not less than five (5) Business Days prior to the Closing Date (such period being referred to herein as the "**Verification Period**"), Purchaser shall have the right, by physical inspection, to verify that all of the Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory are in the possession of the Custodian, the Servicer, and/or Seller's or the Servicer's attorneys or the court (as set forth in an Attorney Bailee Letter) in which a foreclosure proceeding relating to a Mortgage Loan is pending (each a "**Possessing Party**"). If Purchaser elects to make such verification and determines that any of the Critical Mortgage Loan Documents (as defined below) listed on the Mortgage Loan Document Inventory in respect of any particular Mortgage Loan are not in the possession of a Possessing Party in the form consistent with the image provided in the electronic data room, Purchaser shall have the right, by written notice given to Seller at least two (2) Business Days prior to the Closing Date, to withdraw from the Mortgage Loan Schedule the Mortgage Loan in respect of which a Critical Mortgage Loan Document is not in the possession of a Possessing Party in a form consistent with the image provided in the electronic data room, and such withdrawn Mortgage Loan shall be a

Purchaser Excluded Mortgage Loan. Seller shall direct each Possessing Party (other than any court), upon the expiration of the Verification Period, to seal the boxes or other containers in which the Mortgage Loan Documents are kept by them and, except as otherwise required by law, not to permit access to their contents to any parties prior to the earlier of the Closing Date or the sooner termination of this Agreement. As used herein, the term “**Critical Mortgage Loan Document**” in respect of any Mortgage Loan shall mean (i) any original Mortgage Note (unless the Mortgage Loan Document Inventory includes an original lost note affidavit in respect of such Mortgage Note and a copy of the executed Mortgage Note), (ii) any original Mortgage (unless the Mortgage Loan Document Inventory includes a copy of the Mortgage that was recorded in the public records of the jurisdiction where the Mortgaged Property encumbered by such Mortgage is located), (iii) any original guaranty, (iv) any original endorsement or other assignment of a Mortgage Note which is reasonably necessary to establish ownership of the Mortgage Note by Seller, or (v) with respect to any Mortgage Loan that is not a MERS Designated Mortgage Loan, any original assignment of Mortgage that is reasonably necessary to establish ownership of the Mortgage by Seller (unless the Mortgage Loan Document Inventory includes a copy of the assignment of Mortgage that was recorded in the public records of the jurisdiction where the Mortgaged Property encumbered by such Mortgage is located to establish ownership of the Mortgage by Seller).

Section 3.4. Purchase Price and Deposit.

(a) **Purchase Price.** Subject to any adjustments to the Purchase Price as set forth in this Agreement, the “**Purchase Price**” to be paid by Purchaser to Seller for the Mortgage Loans purchased shall be an amount equal to the sum, for each Mortgage Loan, of (i) the Individual Purchase Price, plus (ii) with respect to Performing Mortgage Loans and FHA Loans, accrued and unpaid interest, calculated at the applicable interest rate for such Mortgage Loan, through the Cut-Off Date. As of the Effective Date, the aggregate Individual Purchase Prices for the Mortgage Loans described in the Mortgage Loan Schedule attached hereto as **Exhibit A** is \$31,208,978.74.

(b) **Purchase Price Adjustments.** Except for an adjustment to the Purchase Price in respect of a Seller Excluded Mortgage Loan or a Purchaser Excluded Mortgage Loan, and except as set forth in Section 3.4(d), no adjustment shall be made to the Purchase Price, including if any Mortgage Loan that is a Performing Mortgage Loan as of the Effective Date or the Cut-Off Date becomes a Nonperforming Mortgage Loan prior to the Closing Date. If a Seller Excluded Mortgage Loan or a Purchaser Excluded Mortgage Loan is removed from the Mortgage Loan Schedule as provided herein, the Purchase Price shall be reduced by the related Mortgage Loan’s Individual Purchase Price.

(c) **Deposit.** On the Effective Date, Purchaser shall deposit with the Escrow Agent an amount (the “**Deposit**”) equal, as of the Effective Date, to ten percent (10%) of the aggregate Individual Purchase Prices for the Mortgage Loans described in the Mortgage Loan Schedule attached hereto as **Exhibit A**, to be held by the Escrow Agent and disbursed pursuant to the terms of this Agreement and the Escrow Agreement. 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 B** 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.

(d) **Credits to Purchaser at Closing.** At Closing, Purchaser shall be entitled to receive a credit against the Purchase Price, in respect of Mortgage Loans actually purchased by Purchaser, for (i) all payments of principal that were received by Seller after the Cut-Off Date; (ii) all payments of interest that were received by Seller after the Cut-Off Date; (iii) all loan pay-off proceeds, condemnation proceeds, and insurance proceeds received after the Cut-Off Date, and (iv) proceeds of sales to third parties at foreclosure sales and proceeds from sales of REO properties received after the Cut-Off Date.

Section 3.5. Payment.

(a) The Purchase Price for the Mortgage Loans net of the Deposit as described in Section 3.4(c) 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.

(b) Upon the payment of the Purchase Price, the contents of each Servicing File with respect to the purchased Mortgage Loans retained by Seller, if any, shall be held by Seller for the benefit of Purchaser as the owner thereof and, to the extent not in Purchaser's possession (in its capacity as servicer for Seller) delivered to Purchaser no later than three (3) Business Days following the Closing Date. 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 with respect to the purchased Mortgage Loans shall vest in Purchaser on the Closing Date, and the ownership of all records and documents with respect to the related Mortgage Loan, prepared by or which come into the possession of Seller shall immediately vest in Purchaser. Purchaser shall be responsible for and pay for any and all de-boarding fees with respect to the existing servicing.

(c) The Purchaser shall not purchase any Seller Excluded Mortgage Loans or Purchaser Excluded Mortgage Loans, and the Purchase Price shall be reduced by the Individual Purchase Price for each Seller Excluded Mortgage Loan and Purchaser Excluded Mortgage Loan (and none of the accrued and unpaid interest relating to such Seller Excluded Mortgage Loan or Purchaser Excluded Mortgage Loan shall be included in the Purchase Price), and the Closing for all other Mortgage Loans shall otherwise occur as contemplated herein.

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 Group
Atlanta National Title Services Office
200 Galleria Parkway SE, Suite 2060
Atlanta, GA 30339
Attention: Shawn A. Tidwell, Esq.
Email: stidwell@fntg.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.

Section 3.7. Casualty Damage. If, following the Effective Date and prior to the Closing Date, all or a material portion of a Mortgaged Property shall be damaged by casualty that is not covered by insurance (subject to a deductible) (a "**Damaged Property**"), Purchaser may, by written notice given to Seller at least one (1) Business Day prior to the Closing Date, withdraw from the Mortgage Loan Schedule the Mortgage Loan relating to such Damaged Property, and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan. If Purchaser does not timely withdraw a Mortgage Loan relating to such Damaged Property, Purchaser shall be obligated to purchase the Mortgage Loan. If Purchaser purchases a Mortgage Loan that relates to Damaged Property, and such Mortgaged Property is covered by insurance (subject to a deductible), Purchaser shall be entitled to receive the previously undisbursed insurance proceeds payable to mortgagee, and Seller shall transfer and assign to Purchaser at Closing any insurance claim with respect to such casualty and/or insurance proceeds actually received by Seller with respect to such claim, whether such proceeds are received by Seller prior to or after the Closing Date. Upon Purchaser's written request, Seller shall submit any claim under any such insurance policy to its insurer and cooperate with Purchaser, at Purchaser's expense, to the extent necessary to settle such claim (such obligation to survive the Closing). Copies of casualty/hazard insurance policies in respect of the Mortgaged Properties, to the extent in Seller's possession, shall be made available in the electronic data room prior to the Auction.

Section 3.8. Material Litigation. If following the Effective Date and prior to the Closing Date, a Mortgage Loan is the subject of litigation commenced after the Effective Date in which (a) a third party challenges Seller's ownership of such Mortgage Loan or (b) any party asserts a claim which materially impairs the Purchaser's ability to enforce the lien, and any such claim is not resolved in Seller's favor prior to the Closing Date or Seller is otherwise unable to sell the Mortgage Loan to Purchaser free and clear of such claim, Purchaser may, by written notice given to Seller at least one (1) Business Day prior to the Closing Date, withdraw such Mortgage Loan from the Mortgage Loan Schedule, in which case such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan. If Purchaser does not timely withdraw such Mortgage Loan, Purchaser shall be obligated to purchase the Mortgage Loan.

Article 4.
SERVICING; TRANSFER OF SERVICING

Section 4.1. Servicing of the Mortgage Loans.

The Parties acknowledge that Servicer is servicing the Mortgage Loans for Seller on an “actual/actual” basis. From the Effective Date until the Closing Date, Seller shall service, or cause to be serviced, the Mortgage Loans on an “actual/actual” basis consistent with the terms of this Agreement, the existing servicing agreements relating to the Mortgage Loans, and Accepted Servicing Practices. Subject to the limitations imposed by the terms and conditions of this Article 4, Seller shall have full power and authority, acting alone, to do any and all things in connection with the Mortgage Loans as Seller may deem necessary or desirable, consistent with the terms of this Agreement. During the period between the entry of the Procedures Order and the Closing Date, Seller shall not, without the prior written consent of Purchaser except in connection with a short sale of any property which serves as collateral for any Mortgage Loan, forgive principal in respect of any Mortgage Loan. Nothing herein shall preclude Seller, in its discretion, from instituting foreclosure proceedings, continuing to prosecute any foreclosure proceeding with respect to a Mortgaged Property commenced prior to the entry of the Procedures Order, or accepting payments in full in satisfaction of any Mortgage Loan including, without limitation, in connection with the short sale of any property which serves as collateral for any Mortgage Loan; and nothing herein shall obligate Seller to institute foreclosure proceedings or continue to prosecute any foreclosure proceeding with respect to a Mortgaged Property after the Effective Date.

Section 4.2. Transfer of Servicing.

On the Closing Date, Purchaser shall assume the servicing obligations with respect to each Mortgage Loan and Seller shall cease and/or terminate any servicing of the Mortgage Loans on behalf of Seller.

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 Transaction 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 Transaction 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 certificate of limited partnership or operating agreement, 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 Transaction 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 Transaction 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 thereof, 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 thereof, 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 the Purchase Price and each Purchase Price Percentage set forth in the Purchase Price Percentage Schedule. Purchaser has made such independent investigations and engaged in such other due diligence as it deems to be warranted with respect to 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 the Seller Parties. Purchaser further acknowledges that the Mortgage Loan Document Inventory attached as **Exhibit C-1** was prepared by Custodian and not by Seller or any of the Seller Parties, and that Purchaser has had the opportunity to review each of the Mortgage Loan Documents described in the Mortgage Loan Document Inventory (both in **Exhibits C-1** and **C-2**), in the electronic data room and, prior to the Closing Date, on site at the Custodian's or the Servicer's place of business. Purchaser further acknowledges that it is aware of the existence of the C&D Orders and has had the opportunity to review such orders.

(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 Cut-Off Date, the responsibility and risk of all defects to and conditions of the Mortgage Loans and 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 at Closing. Except to the extent of any express representations contained in this Agreement, Purchaser hereby releases the 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 Transaction contemplated hereby.

(g) **Financial Capability.** Purchaser has the financial capability to timely consummate the Transaction contemplated hereby. Furthermore, Purchaser expressly agrees and acknowledges that Purchaser's obligations hereunder are not in any way conditional upon, or qualified by, Purchaser's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt, financing or equity investment or otherwise) to consummate the Transaction 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.** Subject to approval by Seller's Board of Directors, Seller has full power and authority to execute, deliver and, subject to the entry of the Procedures Order and Sale Order, perform its obligations under, and consummate the Transaction contemplated by, this Agreement. Subject to approval by Seller's Board of Directors, the execution, delivery and performance of this Agreement by Seller, and consummation of the Transaction contemplated hereby, have been duly authorized and approved

by all required action on the part of Seller, and, subject to the entry of the Procedures Order and Sale Order, does not require any further authorization or consent of Seller's shareholders or members that has not been obtained. Subject to approval by Seller's Board of Directors, this Agreement has been duly authorized, executed and delivered by Seller and, subject to the approval by Seller's Board of Directors and the entry of the Procedures Order and Sale Order, will be a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

(b) **Ownership.** Seller is the sole owner and holder of the Mortgage Loans; provided, however, that, if, prior to the Closing Date, a third party asserts in the Bankruptcy Case that it has an ownership interest in a Mortgage Loan and such claim is not resolved in Seller's favor prior to the Closing Date, Purchaser's sole remedy in respect of this representation shall be to request Seller to (in which case Seller shall) treat such Mortgage Loan as a Seller Excluded Mortgage Loan. None of the Mortgage Loans are assigned or pledged, and, subject to entry of the Procedures Order and the Sale Order, Seller has full right to transfer and sell the Mortgage Loans to Purchaser free and clear of any Liability, Encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest, other than Permitted Encumbrances, and full right and authority, subject to no interest or participation of, or agreement with, any other party, to sell and assign each Mortgage Loan pursuant to this Agreement.

(c) **Cease and Desist Orders.** Except as described or contemplated in the cease and desist orders listed on **Exhibit D** attached hereto (collectively, the "**C&D Orders**" and individually a "**C&D Order**"), no investigation or review by any Governmental Authority specifically with respect to any Mortgage Loan is occurring, or to Seller's knowledge, pending or threatened. Except as described or contemplated in the C&D Orders, there is no judgment, decree, unfunded settlement, conciliation agreement, letter of deficiency, award, temporary restraining order, injunction, rule or order of any Governmental Authority outstanding against Seller with respect to any of the Mortgage Loans.

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 deliver to Purchaser (or its designee) the following (collectively, "**Seller's Closing Deliveries**"):

(a) The Mortgage Loan Documents then held by Custodian pursuant to the Custodian Bailee Letter, which, as of Seller's receipt of written notification from its financial institution that the Purchase Price has been received by Seller, shall be held by Custodian pursuant to the terms of the Custodian Bailee Letter for the benefit of the Purchaser; and the Mortgage Loan Documents then held by the Servicer, which, pursuant to a written acknowledgement and agreement from the Servicer and as of Seller's receipt of written notification from its financial institution that the Purchase Price has been received by Seller, shall be held by the Servicer for the benefit of the Purchaser;

(b) The Litigated Mortgage Loan Documents identified on the Mortgage Loan Schedule pursuant to the related Attorney Bailee Letter stating that the Litigated Mortgage Loan

Documents then held by Seller's or the Servicer's attorneys shall be held by them pursuant to the terms of such Attorney Bailee Letter;

(c) The Assignment and Conveyance executed by Seller and conveying to Purchaser the Mortgage Loans, free and clear of those liens, claims and encumbrances which are removed pursuant to Section 363 of the Bankruptcy Code and subject only to Permitted Encumbrances; and

(d) Any other items required by the Bankruptcy Court to be executed by Seller.

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; and

(b) Any other items required by the Bankruptcy Court to be executed by Purchaser.

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 carry out the Transaction contemplated under this Agreement. In connection with the assignment of any MERS Designated Mortgage Loan, (i) Seller agrees that, no later than three (3) Business Days following the Closing Date, Seller will request, at its own expense, the MERS System to indicate that the Mortgage Loans that are listed in the MERS System as owned and serviced by the Seller 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, and (ii) with respect to any of the Mortgage Loans which as of the Effective Date are not listed in the MERS System as owned by the Seller, Seller shall use commercially reasonable efforts to cause the parties in whose name any Mortgage Loan is listed in the MERS System to file with MERS prior to the Closing Date the appropriate documentation to cause the MERS System to identify Seller as owner of such Mortgage Loans prior to the Closing Date. If, at least three (3) Business Days prior to the Closing Date, Seller is not identified as the owner of a particular Mortgage Loan listed in the MERS System (such that Seller will then be able to identify Purchaser as the owner of such Mortgage Loan as described in clause (i) above), Purchaser, by written notice given to Seller prior to Closing, may withdraw such Mortgage Loan from the Mortgage Loan Schedule and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan. Seller shall also execute and deliver to Purchaser such documents as may reasonably be required to assign to Purchaser Seller's rights in respect of any foreclosure actions pending, as of the Closing Date, with respect to any of the purchased Mortgage Loans, including any foreclosure judgments in respect of which a foreclosure sale is not completed as of the Closing Date. This Section 7.3 shall survive the Closing.

Section 7.4. Expenses; Liabilities.

(a) Except as otherwise provided in this Agreement, Seller and Purchaser will each bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of their agents, representatives, counsel and accountants.

(b) Except as otherwise set forth in this Agreement, Purchaser is responsible for all fees, costs, and expenses, including but not limited to taxes, utilities, assessments and other charges, associated with a Mortgage Loan and arising, accruing, or incurred after the Cut-Off Date, or which are unpaid as of the Cut-off Date. Purchaser acknowledges that Seller shall not be obligated after the Effective Date to make any payments of ad valorem property taxes or other taxes which are or may result in a lien against the Mortgaged Property, water, sewer or other utility charges, or unpaid assessments, including, without limitation, condominium fees, homeowner's fees or coop fees. Notwithstanding the foregoing, Purchaser shall not be obligated for Seller's out-of-pocket expenses arising or accruing prior to the Cut-Off Date in connection with any foreclosure-related activities in respect of any Mortgaged Property.

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. 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 it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Mortgage Loans, including, but not limited to, giving notice of the Transaction contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court, and conducting an auction in respect of all the Mortgage Loans other than Seller Excluded Mortgage Loans (the "Auction").

(b) As soon as reasonably possible after the Effective Date, Seller shall file the Procedures and Sale Motion with the Bankruptcy Court, together with required supporting papers and required notices, including without limitation, affidavits of Seller regarding Purchaser's good faith within the meaning of Section 363(m) of the Bankruptcy Code, and shall take such action as reasonably necessary to request a hearing to approve the Bidding Procedures as soon as practicable after the Effective Date.

(c) Simultaneously with the filing of the Procedures and 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, (iii) all parties listed on the Local Bankruptcy Rule 1007(d) Parties in Interest List, and (iv) the state Attorney Generals who issued the C&D Orders. Seller shall provide Purchaser with a copy of the certificate of service.

(d) From and after the date hereof, Seller shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Procedures and Sale Motion.

Section 8.2. No Other “Stalking Horse” Offers. Unless this Agreement is terminated pursuant to Section 10.1, Seller agrees that it will not enter into a “stalking horse” or similar agreement or accept any “stalking horse” or similar offer from any party other than Purchaser.

Section 8.3. Cease and Desist Order Confirmations. Seller shall cooperate with Purchaser to obtain, no later than four (4) Business Days preceding the Bid Deadline as defined in the Procedures and Sale Motion and established pursuant to the Procedures Order (the “**C&D Withdrawal Date**”), at least one of the following: (i) confirmation reasonably acceptable to Purchaser from each of the appropriate authorities in Connecticut, Illinois, Kentucky and North Carolina (collectively the “**States**” and individually a “**State**”) that the issues related to the C&D Orders issued by any such State have been resolved (a “**Confirmation**”), which resolution shall be reasonably acceptable to Purchaser, or (ii) written evidence issued by the applicable State that the C&D Order issued by such State has been vacated or otherwise terminated (a “**Vacated Order**”), or (iii) written evidence issued by the applicable State and reasonably acceptable to Purchaser to the effect that the C&D Order issued by such State will unconditionally not be effective as to a purchaser of the Seller’s interest in any Mortgage Loan which is currently the subject of such C&D Order (“**Non Applicability Evidence**”). In the event that the Confirmation obtained with respect to any C&D Order is not reasonably acceptable to Purchaser, or the Purchaser does not otherwise receive with respect to any such C&D Order either (a) evidence that such C&D Order is a Vacated Order or (b) Non Applicability Evidence, Purchaser shall have the right, by written notice given to Seller on or prior to the C&D Withdrawal Date, to withdraw from the Mortgage Loan Schedule all the Mortgage Loans with respect to such State, and such withdrawn Mortgage Loans shall be Purchaser Excluded Mortgage Loans.

Article 9. CONDITIONS TO CLOSING

Section 9.1. Conditions To Obligations of Each Party.

The respective obligations of each Party to effect the sale and purchase of the Mortgage Loans 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) Purchaser shall be selected as the stalking horse and the winning bidder at the Auction in accordance with the Procedures Order;

(b) the Sale Order shall be unstayed and shall become a Final Order; and

(c) 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 Transaction contemplated by this Agreement that has not been withdrawn or terminated.

Section 9.2. Conditions to Obligations of Purchaser.

The obligation of Purchaser to purchase the Mortgage Loans and otherwise to enter into the Transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional 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;

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

(c) the Sale Order shall have been entered in form and substance substantially the same as the draft Sale Order attached to the Procedures and Sale Motion, with any changes thereto being satisfactory to Purchaser in its commercially reasonable discretion and shall become a Final Order.

Any condition specified in this Section 9.2 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 9.3. Conditions to Obligations of Seller. The obligation of Seller to sell the Mortgage Loans and otherwise enter into the Transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional 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;

(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; and

(d) On or prior to December 16, 2010, Seller's Board of Directors shall have authorized the execution, delivery and performance of the Agreement and consummation of the Transaction contemplated hereby.

Any condition specified in this Section 9.3 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 Transaction 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 seventieth (70th) day following the Effective Date; or

(iii) if the Bankruptcy Court approves an Alternative Transaction, or an Alternative Transaction is consummated. For purposes of this Section 10.1, "**Alternative Transaction**" means a sale or other disposition of the Mortgage Loans on the Mortgage Loan Schedule (other than any Seller Excluded Mortgage Loans or Purchaser Excluded Mortgage Loans) after the conclusion of the Auction to a party or parties other than Purchaser who is declared the successful bidder for the Mortgage Loans; or

(iv) on or prior to December 16, 2010, Seller's Board of Directors has not authorized the execution, delivery and performance of the Agreement and consummation of the Transaction contemplated hereby.

(b) By Purchaser:

(i) upon ten (10) days written notice of such termination to Seller if the Closing Date has not occurred on or prior to the tenth (10th) Business Day after the Sale Order is entered (or such later date to which the Closing Date is extended pursuant to Section 3.2 or by written agreement of Seller and Purchaser); 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 or covenants that would result in the conditions set forth in Section 9.2 not being met and 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 Purchaser if the Closing Date has not occurred on or prior to the tenth (10th) Business Day after the Sale Order is entered (or such later date to which the Closing Date is extended pursuant to Section 3.2 or by written agreement of Seller and Purchaser); 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 or covenants that would result in the conditions set forth in Section 9.3 not being met and 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 10.3 and Section 11 shall expressly survive the expiration or termination of this Agreement.

Section 10.3. Break Up Fee. Seller acknowledges (i) that Purchaser has made and will make a substantial investment in time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, its due diligence with respect to the Mortgage Loans, and its efforts to consummate the Transaction contemplated hereby and (ii) that Purchaser's efforts have substantially benefited Seller and will benefit Seller and will benefit the bankruptcy estate of Seller through the submission of the offer reflected in this Agreement which will serve as a minimum bid on which other potentially interested bidders can rely. Therefore, as compensation for entering into this Agreement, taking action to consummate the Transaction contemplated hereby and incurring the costs and expenses related thereto and other losses and damages, including foregoing other opportunities, Seller agrees, subject, however, to approval of the Bankruptcy Court, that if Seller consummates an Alternative Transaction, then Seller shall pay to Purchaser upon the closing of any applicable Alternative Transaction an amount equal to the greater of (i) two and one half percent (2.5%) of the Purchase Price as of the date that is one (1) Business Day before the Auction (the "**Auction Pool Determination Date**"), after adjusting the Purchase Price for the elimination of Seller Excluded Mortgage Loans and Purchaser Excluded Mortgage Loans as of such date, or (ii) \$500,000 (the "**Break-Up Fee**"). Notwithstanding the foregoing, the Break-Up Fee shall not be payable to Purchaser if this Agreement is terminated pursuant to Section 10.1 of this Agreement (other than pursuant to Section 10.1(a)(iii)).

Section 10.4. Loss of Deposit. If Purchaser defaults in performing its obligation to close the Transaction if it is the successful bidder at the Auction or in performing any other 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 this 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 Transaction 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 Transaction 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 party to 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:

Selene Finance LP
c/o Ranieri Partners Management LLC
650 Madison Avenue, 19th Floor
New York, NY 10022
Attn: David Reedy
Facsimile: (212) 558-2098

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

Selene Finance LP
c/o Ranieri Partners Management LLC
50 Charles Lindbergh Blvd., Suite 500
Uniondale, New York 11553
Attn: Christopher J. Steele
Facsimile.: (516) 745-6787

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):

Berger Singerman, P.A.
350 E. Las Olas Boulevard, Tenth Floor
Fort Lauderdale, FL 33301
Attn: James L. Berger
Facsimile: (954) 523-2872

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, which consent shall not be unreasonably withheld as long as any proposed assignee of Purchaser's rights and obligations hereunder is affiliated with Purchaser and would qualify as a "Qualified Bidder" as provided in the Bidding Procedures; provided that, on or after the Closing Date, Purchaser may assign this Agreement and any Mortgage Loans to a trust formed by Purchaser without the consent of Seller whether or not such assignee would qualify as a "Qualified Bidder" as provided in the Bidding Procedures.

(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 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.

Section 11.12. Survival; Exclusive Remedy. Except as otherwise specifically provided in this Agreement, the representations, warranties, and covenants of Seller and Purchaser contained herein, or in any certificates or other documents delivered prior to the Closing, shall expire with, and be terminated and extinguished by, the Closing, and thereafter neither Seller nor Purchaser nor any Seller Party shall have any liability whatsoever with respect to any such representation, warranty, covenant or agreement. Under no circumstances shall Seller be liable for any monetary damages to Purchaser hereunder, and specific performance shall be Purchaser's exclusive remedy for Seller's default.

[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:

SELENE FINANCE LP, a Delaware limited partnership

By: _____

Name:

Title:

Date: December 10, 2010

SELLER:

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

By:  _____

Neil Lufia

Chief Restructuring Officer

Date: December 10, 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:

SELENE FINANCE LP, a Delaware limited partnership

By: _____

[Handwritten Signature]
Name: Lewis S. Ranieri
Title: Authorized Person

Date: December 9, 2010

SELLER:

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

By: _____

Neil Luria
Chief Restructuring Officer

Date: December __, 2010