
**MORTGAGE LOAN
PURCHASE AND SALE AGREEMENT**

Between

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

and

AMERICAN WEST ENTERPRISES, INC., an Idaho corporation
("Purchaser")

TABLE OF CONTENTS

Article 1. RECITALS..... 1
 Section 1.1. Recitals 1

Article 2. DEFINITIONS..... 2
 Section 2.1. Definitions 2
 Section 2.2. Other Definitional Provisions Terms of Construction 6

Article 3. PURCHASE AND SALE OF EACH MORTGAGE LOAN 6
 Section 3.1. Purchase and Sale of Each Mortgage Loan..... 6
 Section 3.2. Closing..... 6
 Section 3.3. Due Diligence..... 7
 Section 3.4. Purchase Price and Deposit 7
 Section 3.5. Payment 7
 Section 3.6. Escrow Agent 8

Article 4. SERVICING; TRANSFER OF SERVICING 8
 Section 4.1. Servicing of the Mortgage Loans 8
 Section 4.2. Transfer of Servicing..... 8

Article 5. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF PURCHASER 9
 Section 5.1. Representations and Warranties 9

Article 6. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF SELLER 11
 Section 6.1. Representations and Warranties 11

Article 7. TRANSFER OF INTEREST 11
 Section 7.1. Delivery of Seller Documents and Other Items 11
 Section 7.2. Delivery of Purchaser Documents and Other Items..... 12
 Section 7.3. Further Assurances 12
 Section 7.4. Expenses; Liability 13

Article 8. ACTION PRIOR TO THE CLOSING DATE..... 13
 Section 8.1. Governmental Approvals 13
 Section 8.2. Bankruptcy Court Approval 13

Article 9. CONDITIONS TO CLOSING..... 14
 Section 9.1. Conditions to Obligations of Purchaser..... 14
 Section 9.2. Conditions to Obligations of Seller 14

Article 10. TERMINATION..... 15
 Section 10.1. Termination 15
 Section 10.2. Effect of Termination 16
 Section 10.3. Reserved 16

Section 10.4. Loss of Deposit..... 16

Article 11. GENERAL PROVISIONS 16

Section 11.1. Confidential Nature of Information..... 16

Section 11.2. No Public Announcement 17

Section 11.3. Notices..... 17

Section 11.4. Successors and Assigns 18

Section 11.5. Entire Agreement; Amendments 18

Section 11.6. Waivers..... 19

Section 11.7. Expenses..... 19

Section 11.8. Partial Invalidity 19

Section 11.9. Execution in Counterparts 19

Section 11.10. Governing Law 19

Section 11.11. No Third Party Beneficiaries 20

Section 11.12. Survival; Exclusive Remedy..... 20

- Exhibit A Mortgage Loan Schedule
- Exhibit B Mortgage Loan Document Inventory
- Exhibit C Escrow Agreement
- Exhibit D Form of Lost Note Affidavit
- Exhibit E Form of Assignment and Conveyance
- Exhibit F Form Assignment of Note and Trust Deed

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 4901 Vineland Road, Suite 120, Orlando, Florida 32811 and American West Enterprises, Inc., an Idaho corporation (the “**Purchaser**”), with its principal place of business at 727 Kensington St., Farmington, Utah 84025. 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 was previously a mortgage lender whose business was comprised of (i) originating, underwriting, processing, and funding of 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;

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**”);

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, higher and better offers (which may require the evaluation of competing bids or an auction) 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:

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

“Assignment of Note and Trust Deed” means an agreement with respect to the Mortgage Loans purchased on the Closing Date, in the form attached hereto as **Exhibit F**.

“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.

“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.

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

“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.

“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 prior to the Closing Date for the reason described in the definition of **“Mortgage Loan Schedule”** or in Section 6.1(b) hereof.

“FHA” means the Federal Housing Administration.

“**FHA Insurance Contract**” means the contractual obligations of FHA with respect to 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, as specified on the Mortgage Loan Schedule.

“**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.

“**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, 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 Document Inventory**” means the list of Mortgage Loan Documents pertaining to each Mortgage Loan, as prepared by the Custodian and attached hereto as **Exhibit B** (as to documents in the possession of the Custodian).

“**Mortgage Loan Documents**” means with respect to each Mortgage Loan, 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 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 attached to the Assignment and Conveyance. Purchaser or Seller each has the right, at any time prior to the Closing Date, to remove a Mortgage Loan from the Mortgage Loan Schedule if such Mortgage Loan has been paid in full; 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 so removed. Purchaser’s obligations under this Agreement to close on the remainder of the Mortgage Loans shall not be affected by the removal of one or more Mortgage Loans.

“**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 payable with respect to the Mortgaged Property or the Mortgage Loan, (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 all declarations and restrictive covenants pertaining to the Mortgaged Property or the Mortgage Loan, including any amounts payable thereunder (e.g., association dues, fees or other similar assessments) and any liens resulting therefrom and (v) any other liens or encumbrances which are subordinate to the Mortgage.

“**Purchase Price**” means the aggregate Purchase Price for 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.

“**Servicer**” means Roundpoint Mortgage Servicing Group.

“**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.

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, subject to and upon the terms and conditions hereof.

Section 3.2. Closing. The initial closing shall occur as soon as practical after the Sale Order is entered but in no event later than ten (10) 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. Purchaser and Seller agree that the closing shall be effected by a procedure whereby (i) the Seller will cause the Seller’s Closing Deliveries to be delivered to the Escrow Agent and (ii) Purchaser will cause the Purchaser’s Closing Deliveries to be delivered to the Escrow Agent, each on or before the Closing Date, which documents will be held and distributed in accordance with an escrow closing instructions letter which will provide, inter alia, that the Escrow Agent will not 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 and containing such other normal and customary terms which are reasonably acceptable to

Purchaser and Seller. The costs and fees of the Escrow Agent shall be borne solely by Purchaser and shall be included on the Settlement Statement (as defined below).

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 (including in an electronic data room) and such other documents and information requested by Purchaser and made available by Seller, including those documents described on the Mortgage Loan Document Inventory. The Mortgage Loan Schedule attached hereto as **Exhibit A** includes the Mortgage Loans which the Purchaser identified it would purchase for the Individual Purchase Prices set forth on **Exhibit A**. Purchaser shall be responsible for all fees and expenses incurred by or on behalf of Purchaser relating to Purchaser's due diligence.

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 shall be an amount equal to the sum of the Individual Purchase Prices for all Mortgage Loans.

(b) **Purchase Price Adjustments.** Except for an adjustment to the Purchase Price in respect of an Excluded Mortgage Loan, no adjustment shall be made to the Purchase Price. If an Excluded Mortgage Loan is removed from the Mortgage Loan Schedule prior to the Closing Date, the Purchase Price shall be reduced by the related Mortgage Loan's Individual Purchase Price.

(c) **Deposit.** Within two (2) Business Days following Seller's execution of this Agreement, Purchaser shall deposit with Escrow Agent an amount (the "**Deposit**") equal to Fifty Thousand Dollars (\$50,000.00), to be held by the Escrow Agent and disbursed or applied pursuant to the terms of this 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 otherwise described by Escrow Agent in accordance with the terms and conditions of this Agreement, the Escrow Agreement or otherwise described in accordance with the terms of Article 10 below. 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, net of the applicable pro rata share of the Deposit as described in Section 3.4, shall be paid on the Closing Date by wire transfer in immediately available funds as directed by Seller. On the Closing Date, Seller 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) The Purchaser shall not purchase any Excluded Mortgage Loans and the Purchase Price shall be reduced by the Individual Purchase Price for each Excluded Mortgage Loan, and the closing for all other Mortgage Loans shall otherwise occur as contemplated herein.

(c) 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.

Section 3.6. Escrow Agent.

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

Stewart Title Guaranty Company
5901 Peachtree Dunwoody Road
Suite A-350
Atlanta, Georgia 30328
Attention: Arthur Poynton, Escrow Coordinator
Email: apoynton@stewart.com
Telephone: (770) 395-0690 (ext. 3018)
Fax: (770) 395-7770

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, Seller shall have full power and authority, acting alone, to do any and all things in connection with the Mortgage Loans as 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, Seller shall not, without the prior written consent of Purchaser, consent to any short sale of any property which serves as collateral for any Mortgage Loan or forgive principal in respect of any Mortgage Loan. Nothing herein shall preclude Seller from instituting foreclosure proceedings, continuing to prosecute any foreclosure proceeding with respect to a Mortgaged Property commenced prior to the entry of the Sale Order, or accepting payments in full in satisfaction of any Mortgage Loan.

Section 4.2. Transfer of Servicing.

As of the Closing Date, Purchaser shall commence responsibility for the servicing obligations with respect to each Mortgage Loan, including any obligations which may be owed

to the Servicer until such time as the servicing rights with respect to the Mortgage Loans are transferred to Purchaser or its designee in compliance with the Real Estate Settlement Procedures Act, including Section 3500.21 thereof, and Seller's responsibility shall cease or terminate with respect to the servicing of the Mortgage Loans. Seller agrees to authorize and direct Servicer to deliver the servicing transfer statements promptly upon the occurrence of the Closing, and Purchaser agrees to deliver, or cause its servicer to deliver, the servicing transfer statements within fifteen (15) days after the Closing Date. Purchaser shall indemnify Seller with respect to any failure by Purchaser to timely deliver the servicing transfer statements in the manner required by the Real Estate Settlement Procedures Act.

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 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 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 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 the Purchase Price and each Purchase Price Percentage set forth herein and in the Mortgage Loan 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 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.

(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 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 transactions 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 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) **Existence, Authority and Capacity.** Seller is a validly existing corporation under the laws of the State of Florida. 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 Transaction contemplated by, this Agreement. 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 Sale Order, does not require any authorization or consent of Seller's shareholders 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.** Seller is the sole owner and holder of the Mortgage Loans; provided, however, that, if, prior to closing, 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 closing, 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 an Excluded Mortgage Loan. None of the Mortgage Loans are assigned or pledged, and, subject to entry of 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.

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) The Mortgage Loan Documents (provided that if the original Mortgage Note has been misplaced or is not otherwise in the possession of the Seller or the Custodian, Seller shall deliver a copy of the Mortgage Note accompanied by and attached to a Lost Note Affidavit in the form attached hereto as **Exhibit D**);

(b) The Assignment and Conveyance;

(c) In the case of each Mortgage Loan, an original individual Assignment of Note and Trust Deed for each Mortgage Loan, in favor of Purchaser, in form and substance sufficient for recording but not recorded;

(d) A settlement statement ("Settlement Statement") in a form approved by Purchaser and Seller in their reasonable discretion confirming the Purchase Price and any adjustments thereto;

(e) An escrow closing instructions letter ("Closing Instructions Letter") as described in Section 3.2 above; and

(f) Any other items required by the Bankruptcy Court to be executed and delivered 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;

(b) The Settlement Statement;

(c) A Closing Instructions Letter; and

(d) Any other items required by the Bankruptcy Court to be executed and delivered 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 promptly after the Closing, it will cooperate with Purchaser to cause the MERS System to indicate that the Mortgage Loans that are listed in the MERS System as owned and serviced by 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 are not presently listed in the MERS System as owned by the Seller, Seller and Purchaser shall use good faith efforts to cause the parties in whose name any Mortgage Loan is listed in the MERS System to file with MERS the appropriate documentation to cause the MERS System to identify Purchaser as owner of such Mortgage Loans.

Section 7.4. Expenses; Liability.

(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 and costs, including but not limited to taxes, assessments or other charges, associated with a Mortgage Loan incurred after the Closing Date.

(c) Purchaser is responsible for the payment of all mechanics' and materialmen's liens encumbering the Mortgaged Property, and Purchaser expressly acknowledged that all such liens are Permitted Encumbrances. Purchaser agrees to indemnify and defend Seller with respect to any claim relating to or arising out of such liens.

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 Seller 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, to the extent applicable or necessary, conducting an auction in respect of all the Mortgage Loans other than Excluded Mortgage Loans.

(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 Transaction 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 delivered to Purchaser pursuant to Section 7.1 shall have been so delivered;

(c) the Sale Order shall have been entered; 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 Transaction 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 delivered to Seller pursuant to Section 7.2 shall have been so delivered;

(c) the Sale Order shall have been entered; 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 9.2 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 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 ninetieth (90th) day following the Effective Date.

(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 fifteenth (15th) Business Day after the Sale Order is entered (or such later date to which the Closing Date is extended 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 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 Deliveries 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 fifteenth (15th) Business Day after the Sale Order is entered (or such later date to which the Closing Date is extended 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 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 Purchaser defaults in performing its obligation to close the Transaction 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, Escrow Agent shall deliver the Deposit to Seller, and 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, by email (as to Purchaser only) or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

American West Enterprises, Inc.
727 Kensington Street
Farmington, UT 84205
Attn: Hal T. Anderson
Email: haltanderson@hotmail.com

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

Strong & Hanni
3 Triad Center, Suite 500
Salt Lake City, Utah 84180
Attn: Nathan G. Brower
Facsimile (801) 596-1508

If to Seller, to:

Taylor, Bean & Whitaker Mortgage Corp.
4901 Vineland Road, Suite 120
Orlando, FL 32811
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. Notwithstanding the foregoing, Purchaser may assign or transfer its rights and obligations under this Agreement to American West Group, Inc., by written notice to Seller given not later than the day prior to the scheduled date of the Bankruptcy Court hearing for the Sale Motion.

(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 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 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:

AMERICAN WEST ENTERPRISES, INC., an Idaho corporation

By: 
Name: Hal T. Anderson
Title: President

Date: February 8, 2011

SELLER:

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

By: _____
Neil Luria
Chief Restructuring Officer

Date: February __, 2011

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:

**AMERICAN WEST ENTERPRISES,
INC.,** an Idaho corporation

By: _____

Name: Hal T. Anderson

Title: President

Date: February __, 2011

SELLER:

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

By:  _____

Neil Luria

Chief Restructuring Officer

Date: February 11, 2011

EXHIBIT A**MORTGAGE LOAN SCHEDULE**

Address	Lot		Lien Info Provided to Purchaser by Purchaser's Title Company*	Individual Purchase Price
14232 S KNAPPER POINT C HERRIMAN, UT 84096	123		\$ 43,550	\$ 135,000
14357 S KNAPPER POINT C HERRIMAN, UT 84096	114		\$ 39,074	\$ 85,000
14341 S KNAPPER POINT C HERRIMAN, UT 84096	115		\$ 38,125	\$ 143,000
14238 S KNAPPER WAY HERRIMAN, UT 84096	203		\$ 42,897	\$ 84,000
14478 S KNAPPER RIDGE C HERRIMAN, UT 84096	106		\$ 35,327	\$ 65,000
14226 S KNAPPER WAY HERRIMAN UT 84096	202		\$ 54,429	\$ 178,000
Total			\$253,403	\$ 690,000

*Note: Mortgage Loans are being sold subject to all mechanic's liens encumbering the property, and Purchaser shall be solely responsible for the payment of such lien amounts.

EXHIBIT B

MORTGAGE LOAN DOCUMENT INVENTORY

1. Loan to Lawrence Bell in the original principal amount of \$604,000.00, secured by property known as 14226 South Knapper Way, Herriman, Utah 84096.

TBW Loan No. 1551674.

Original Note in the amount of \$604,000.00 dated February 27, 2007.

Recorded Deed of Trust dated February 27, 2007; recorded March 5, 2007.

Loan Policy of Title Insurance.

2. Loan to Marcos Yang in the original principal amount of \$614,400.00, secured by property known as 14478 South Knapper Ridge Cove, Herriman, Utah 84096.

TBW Loan No. 1560448.

Original Note in the amount of \$614,400.00 dated January 26, 2007.

Recorded Deed of Trust dated January 26, 2007; recorded February 7, 2007.

Loan Policy of Title Insurance.

3. Loan to John Pruitt in the original principal amount of \$600,000.00, secured by property known as 14238 South Knapper Way, Herriman, Utah 84096.

TBW Loan No. 1560830.

Original Note in the amount of \$600,000.00 dated February 1, 2007.

Recorded Deed of Trust dated February 1, 2007; recorded February 8, 2007.

Loan Policy of Title Insurance.

4. Loan to Victoria Virrey in the original principal amount of \$610,400.00, secured by property known as 14341 South Knapper Point Cove, Herriman, Utah 84096.

TBW Loan No. 1564377.

Original Note in the amount of \$610,400.00 dated February 21, 2007.

Recorded Deed of Trust dated February 21, 2007; recorded February 26, 2007.

Loan Policy of Title Insurance.

5. Loan to Mark Reppert in the original principal amount of \$608,000.00, secured by property known as 14357 South Knapper Point Cove, Herriman, Utah 84096.

TBW Loan No. 1569372.

Original Note in the amount of \$608,000.00 dated January 26, 2007.

Recorded Deed of Trust dated January 26, 2007; recorded February 5, 2007.

Loan Policy of Title Insurance.

6. Loan to Sharon Aurbach in the original principal amount of \$597,600.00, secured by property known as 14232 South Knapper Point Cove, Herriman, Utah 84096.

TBW Loan No. 1614017.

Original Note in the amount of \$597,600.00 dated March 22, 2007.

Recorded Deed of Trust dated March 22, 2007; recorded April 5, 2007.

Loan Policy of Title Insurance.

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is entered into this ____ day of February, 2011, by and among TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation (“**Seller**”), AMERICAN WEST ENTERPRISES, INC., an Idaho corporation (“**Purchaser**”), and STEWART TITLE GUARANTY 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 Fifty Thousand 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 \$200.00 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 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 (or via email as to Purchaser only), 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

American West Enterprises, Inc.
727 Kensington Street
Farmington, UT 84205
Attn: Hal T. Anderson
Email: haltanderson@hotmail.com

SELLER:

Taylor, Bean & Whitaker Mortgage Corp.
4901 Vineland Road, Suite 120
Orlando, FL 32811
Fax: 847.583.1426
Attention: Neil Luria

ESCROW AGENT:

Stewart Title Guaranty Company
5901 Peachtree Dunwoody Road
Suite A-350
Atlanta, GA 30328
Fax: (770) 395-7770
Attention: Arthur Poynton, Escrow Coordinator

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:

AMERICAN WEST ENTERPRISES, INC.,
an Idaho corporation

By: _____

Name:

Title:

ESCROW AGENT:

STEWART TITLE GUARANTY COMPANY

By: _____

Name:

Title:

EXHIBIT D

FORM OF LOST NOTE AFFIDAVIT

TBW Loan # _____
Borrower’s Name: _____

STATE OF _____)
 SS.:
COUNTY OF _____)

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 _____, 2011:

TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.

By: _____
Name: _____
Title: _____

On this _____ day of _____, 2011, 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 AND CONVEYANCE

This **Assignment and Conveyance** (the "**Assignment and Conveyance**"), dated [____], 2011, is made by Taylor, Bean & Whitaker Mortgage Corp. (the "**Seller**") in favor of American West Enterprises, Inc. ("**Purchaser**") pursuant to the terms and conditions of the Mortgage Loan Purchase and Sale Agreement, dated as of [____], 2011 (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 and Conveyance.

This Assignment and Conveyance shall be governed and interpreted in accordance with the laws of the State of Utah. Any dispute arising out of this Assignment and Conveyance shall be subject to the exclusive jurisdiction of the U.S. Bankruptcy Court, Middle District of Florida (Jacksonville).

TO WITNESS THIS, the Seller has 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: _____

EXHIBIT F

FORM OF ASSIGNMENT OF NOTE AND TRUST DEED

ASSIGNMENT OF NOTE AND TRUST DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Taylor, Bean & Whitaker Mortgage Corp. (“**Assignor**”), hereby assigns to American West Enterprises, Inc. (“**Assignee**”), without recourse and without warranty, all of its right, title and interest in and to:

that certain Trust Deed Note from [_____] dated effective [_____], in the original principal amount of \$[_____], together with all of its rights under the Trust Deed securing the Trust Deed Note, also dated effective [_____], recorded [_____], as Entry No. [_____] in Book [_____] at Page [_____], in the records of the [_____] County Recorder, and any amendments thereto, and affecting property legally described on the attached Exhibit A.

This Assignment is made pursuant to the terms and conditions of the Mortgage Loan Purchase and Sale Agreement, dated as of [_____], 2011 (the “**Agreement**”), between Assignor and Assignee, the provisions of which, including Section 5.1(f) thereof, are incorporated herein.

This Assignment is intended to be effective as of _____, 2011.

Parcel No.: [_____]

ASSIGNOR:

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

Date: _____

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2011, by [_____].

Notary Public

EXHIBIT A
TO THE ASSIGNMENT OF NOTE AND TRUST DEED
(Attached to and forming part of Assignment of Note and Trust Deed)