

COMPOSITE EXHIBIT B

PART III

(a) The Issuer shall have the right to issue or deliver Classes of Series 2008-1 Short Term Notes from time to time on and after the Effective Date, *unless* (i) any condition precedent specified in Section 2.3 with respect to the issuance of Classes of Series 2008-1 Short Term Notes has not been satisfied or waived or (ii) the issuance of Classes of Series 2008-1 Short Term Notes is prohibited by the provisions of Section 2.2(c) hereof. If any of the events described in clauses (i) and (ii) of the immediately preceding sentence has occurred, then the Issuer shall not issue or deliver Classes of Series 2008-1 Short Term Notes.

(b) The Issuer agrees that each note constituting Series 2008-1 Short Term Notes shall (i) be substantially in the form attached to the Series 2008-1 Depositary Agreement and be completed in accordance with this Supplement and the Series 2008-1 Depositary Agreement, (ii) be dated the date of issuance thereof, (iii) be made payable to the order of a named payee or bearer, (iv) be in a face amount (if issued on a discount basis) or a principal amount (if issued on an interest-bearing basis) of \$200,000 or an integral multiple of \$1,000 in excess thereof and (v) be exempt from or sold in a transaction exempt from the registration requirements of the Securities Act. Subject to the provisions of the Series 2008-1 Depositary Agreement, all Series 2008-1 Short Term Notes shall be delivered and issued against payment therefor in collected funds which are immediately available on the date of issuance, and otherwise in accordance with the terms of this Supplement and the Series 2008-1 Depositary Agreement.

(c) In the event that (i) an injunction suspending the issuance of Series 2008-1 Short Term Notes shall have been issued or proceedings therefor shall have been initiated by the Securities and Exchange Commission, (ii) the Issuer or any other Person shall have been found in a judicial or administrative proceeding to have violated the Securities Act in connection with the issuance of the Series 2008-1 Short Term Notes, or (iii) the Issuer or the Series 2008-1 Short Term Note Dealers shall have filed a registration statement with the Securities and Exchange Commission seeking to register the Series 2008-1 Short Term Notes under the Securities Act, then, in any such event, the Issuer shall not thereafter issue or sell any Series 2008-1 Short Term Notes. The Issuer shall give the Indenture Trustee, each Swap Counterparty, the Series 2008-1 Short Term Note Dealers and the Rating Agencies notice of any of the events described in this Section 2.2(c).

Section 2.3 Conditions Precedent to Issuance of Series 2008-1 Short Term Notes. The right of the Issuer to issue any Class of Series 2008-1 Short Term Notes is subject to the conditions that on the Issuance Date and after giving effect thereto:

(a) Ratings. The Swap Counterparties shall be rated at least "A-1" by S&P and "P-1" by Moody's.

(b) No Event of Default. No event of default under any Facility Document and no Event of Default shall have occurred and be continuing and the Issuer shall have made a determination that no event of default under any Facility Document and no Event of Default will result from the issuance of such Series 2008-1 Short Term Notes.

(c) Representations and Warranties. All representations and warranties of the Issuer contained in the Indenture and in the other Facility Documents (excluding representations

and warranties with respect to the Mortgage Loans made pursuant to the Mortgage Loan Purchase Agreement) or in any document, certificate or financial or other statement delivered in connection herewith or therewith shall be true and correct in all material respects with the same force and effect as though such representations and warranties had been made on and as of the day of such issuance.

(d) Accounts. The Collateral Account, the Collection Account and the Series 2008-1 Short Term Note Account, and any funds on deposit in, or otherwise to the credit of, the Collateral Account, the Collection Account and the Series 2008-1 Short Term Note Account shall not be subject to any writ, order, stay, judgment, warrant of attachment or execution of similar process.

(e) Borrowing Base. After giving effect to such issuance of Short Term Notes on such day, the payment of Short Term Notes called or maturing or matured on such day, the payment of Non-Called Notes called or maturing or matured on such day, the payment of outstanding Extended Notes on such day, the issuance of Term Notes on such day, the repayment of the aggregate principal amount of outstanding Term Notes maturing or matured on such day, the issuance of Subordinated Notes on such day, the payment of outstanding Subordinated Notes maturing or matured on such day and the purchase and sale of Mortgage Loans on such day, (I) the sum of (A) the Credits Outstanding on such day, (B) the aggregate principal amount of Term Notes outstanding on such day, and (C) the aggregate principal amount of all Series of Subordinated Notes including the aggregate amount, if any, of Principal Amount Charge-Offs which have not been reinstated as of such date, will not exceed (II) the sum of (A) the excess of the Outstanding Purchase Price of Mortgage Loans over the Outstanding Purchase Price of any Defaulted Loans owned by the Issuer on such day, (B) the Outstanding Purchase Price of Securitization Securities owned by the Issuer on such day, (C) the Capitalized Interest Component on such day and (D) any cash and Eligible Investments held by the Issuer on such day (exclusive of amounts on deposit in the Reserve Fund) (to the extent not included in the definition of Credits Outstanding).

(f) [Reserved].

(g) Mortgage Loans Purchased. The aggregate amount of all Mortgage Loans purchased and held by the Issuer at any given time does not, and will not, exceed the maximum amount set forth in the Mortgage Loan Purchase Agreement.

(h) Mortgage Loans Sold. The Issuer shall be in compliance with the Portfolio Aging Limitations and the Portfolio Criteria (as such terms are defined in the Mortgage Loan Purchase Agreement).

(i) SLN and CN Maturity. Each Series 2008-1 Secured Liquidity Note has an Expected Maturity that is not more than 300 calendar days after its Settlement Date and a Final Maturity that is 60 calendar days after its Expected Maturity and each Series 2008-1 Callable Note has an Initial Call Date that is not more than 300 calendar days after its Settlement Date and a Final Maturity that is 60 calendar days after its Initial Call Date.

(j) No Notes. No Notes are outstanding unless after giving effect to such new issuance of Series 2008-1 Short Term Notes sufficient funds will be available on the applicable Settlement Date thereof to fully repay all Notes with a Required Notice Date on or prior to the Issuance Date for such Series 2008-1 Short Term Notes.

(k) Required Enhancement Amount. After giving effect to the issuance of Short Term Notes on such day, the payment of Short Term Notes called or maturing or matured on such day, the payment of Non-Called Notes called or maturing or matured on such day, the payment of outstanding Extended Notes on such day, the issuance of Term Notes on such day, the repayment of the aggregate principal amount of outstanding Term Notes maturing or matured on such day, the issuance of Subordinated Notes on such day, the payment of outstanding Subordinated Notes maturing or matured on such day and the purchase and sale of Mortgage Loans on such day, the sum of (i) the aggregate principal balance of all outstanding Series of Subordinated Notes, in each case including any Principal Amount Charge-Offs allocated thereto which have not been reinstated, and (ii) the Reserve Fund Available Amount on such day, equals or exceeds the sum of the Required Reserve Fund Amount and the Required Enhancement Amount on such day.

(l) No Failure to Repurchase. No failure by the Seller to repurchase any Mortgage Loan required to be repurchased by the Seller, pursuant to Section 2.2(b) of the Mortgage Loan Purchase Agreement, has occurred.

(m) [Reserved].

(n) Qualified Counterparty Concentration Limits. The Qualified Counterparty Concentration Limits have not been breached or, if any breach has occurred, such breach has not continued unremedied for a period greater than forty-five (45) consecutive days thereafter; *provided, however,* that any breach of the Qualified Counterparty Concentration Limits with respect to (i) any Qualified Counterparty rated “AA-” by S&P or “Aa3” by Moody’s or higher, may be waived by the Series 2005-1 Swap Counterparty (in relation to the Series 2005-1 Qualified Forward Contracts) or the Series 2008-1 Swap Counterparty (in relation to the Series 2008-1 Qualified Forward Contracts).

The Issuer hereby agrees that each issuance of Series 2008-1 Short Term Notes constitutes a representation and warranty by the Issuer that the conditions specified above are then satisfied and will be satisfied immediately after giving effect thereto.

Section 2.4 Conversion to Series 2008-1 Extended Notes. (a) Upon the failure of any Class of Series 2008-1 Secured Liquidity Notes to be fully paid on its Expected Maturity, without any notice or other further action by any Person, the Issuer shall be deemed to have advised the Indenture Trustee, the Paying Agent, the Series 2008-1 Depositary and the Clearing Agency that such Class of Series 2008-1 Secured Liquidity Notes has been converted, as of such Expected Maturity, to a Class of Series 2008-1 Extended Notes.

(b) Upon any such conversion with respect to any Class of Series 2008-1 Secured Liquidity Notes, the Paying Agent shall notify all holders of such Class of Series 2008-1 Secured Liquidity Notes by telecopier, telex or cable followed by mailed written notice, through

the Clearing Agency, of such conversion to a Class of Series 2008-1 Extended Notes. The initial aggregate principal amount of each Class of Series 2008-1 Extended Notes deemed issued upon conversion of the related Class of Series 2008-1 Secured Liquidity Notes shall be equal to the aggregate face amount of such Class of Series 2008-1 Secured Liquidity Notes (or, in the case of Series 2008-1 Secured Liquidity Notes issued on an interest bearing basis, the aggregate principal and accrued interest of such Class of Series 2008-1 Secured Liquidity Notes). The Issuer shall provide written notice to the Rating Agencies, each Swap Counterparty and the Series 2008-1 Short Term Note Dealers of any conversion of a Class of Series 2008-1 Secured Liquidity Notes to a Class of Series 2008-1 Extended Notes.

Section 2.5 Conversion to Series 2008-1 Non-Called Notes. Upon the failure of any Class of Series 2008-1 Callable Notes to be fully paid on its Initial Call Date, such Series 2008-1 Callable Notes shall automatically convert to Series 2008-1 Non-Called Notes and the aggregate principal amount of the Series 2008-1 Non-Called Notes resulting from such failure of such Series 2008-1 Callable Notes to be fully paid shall be equal to the aggregate principal outstanding of such Series 2008-1 Callable Notes. Notwithstanding the conversion of a Series 2008-1 Callable Note to a Series 2008-1 Non-Called Note on its Initial Call Date, interest shall be payable pursuant to Section 6(b) of the Series 2008-1 Depositary Agreement. The Issuer shall provide written notice to the Rating Agencies, each Swap Counterparty (with a copy to the Indenture Trustee) and the Series 2008-1 Short Term Note Dealers of any failure of the Issuer to call a Series 2008-1 Callable Note on its Initial Call Date.

Section 2.6 Proceeds. The proceeds of Series 2008-1 Short Term Notes shall be used by the Issuer only to (i) acquire Series 2008-1 Mortgage Loans and otherwise to pay such amounts as required or permitted by the Facility Documents, (ii) pay matured and maturing Series 2008-1 Secured Liquidity Notes, including interest and/or discount thereon, Series 2008-1 Callable Notes or Series 2008-1 Non-Called Notes called for payment, including interest thereon, (iii) pay outstanding Series 2008-1 Extended Notes and Series 2008-1 Term Notes, including interest thereon, in accordance with the terms of the Facility Documents and (iv) make distributions to the holders of any outstanding Series of Subordinated Notes. Payments from the proceeds of the Series 2008-1 Short Term Notes shall be made in accordance with the priority set forth in Section 2.01 or 5.03 of the Security Agreement.

Section 2.7 Optional Repurchase. Following the occurrence of a Termination Event or an Indenture Event of Default, the Series 2008-1 Notes may be repurchased (a "Series 2008-1 Optional Repurchase"), in whole but not in part, by the Issuer on any Distribution Date upon not more than sixty (60) nor less than thirty (30) days' prior notice to the Series 2008-1 Noteholders at a price equal to the Principal Component of such Notes plus accrued interest or discount thereon.

ARTICLE III

SERIES 2008-1 ALLOCATIONS

With respect to the Series 2008-1 Notes, the following shall apply:

Section 3.1 Allocations with Respect to the Series 2008-1 Notes. All Collections allocable to the Series 2008-1 Notes shall be determined by the Indenture Trustee and transferred by the Collateral Agent to the Series 2008-1 Distribution Account in accordance with the Servicer Reports delivered pursuant to Sections 3.3(a) and 3.4(a) hereof and the Security Agreement.

Section 3.2 Calculation of Note Interest. (a) For purposes of calculating the Extended Note Rate for each Class of Series 2008-1 Extended Notes and the Non-Called Note Rate for each Class of Series 2008-1 Non-Called Notes, the Issuer hereby appoints the Indenture Trustee as the Note Calculation Agent. The Note Calculation Agent may be removed by the Issuer at any time. If the Note Calculation Agent is unable or unwilling to act as such or is removed by the Issuer, or if the Note Calculation Agent fails to determine (x) the Extended Note Rate for each Class of Series 2008-1 Extended Notes and the Aggregate Extended Note Monthly Interest for any Interest Period, and (y) the Non-Called Note Rate for each Class of Series 2008-1 Non-Called Notes and the Non-Called Note Monthly Interest for each Class of Series 2008-1 Non-Called Notes for any Interest Period, the Issuer will promptly appoint as a replacement Note Calculation Agent a leading bank which is engaged in transactions in Eurodollar deposits in the international Eurodollar market. The Note Calculation Agent may not resign its duties without a successor having been duly appointed.

(b) LIBOR shall be determined by the Note Calculation Agent in accordance with the following provisions:

(i) On the second LIBOR Business Day prior to the commencement of the applicable Interest Period (or, in the case of the initial Interest Period, on the related Expected Maturity in the case of a Series 2008-1 Secured Liquidity Note and on the related Initial Call Date in the case of a Series 2008-1 Callable Note) (each such day, a "LIBOR Determination Date"), "LIBOR" shall equal the rate, as obtained by the Note Calculation Agent, for one-month Eurodollar deposits, which appears on Reuters Screen LIBOR 01 Page (or any successor thereto) as the London Interbank Offered Rate as of 11:00 a.m., London time, on such LIBOR Determination Date (or such other page as may replace the Dow Jones Market Service (formerly Telerate) Page on that service for the purposes of displaying London interbank offered rates of major banks).

(ii) If, on any LIBOR Determination Date, such rate does not appear on Reuters Screen LIBOR 01 Page (or any successor thereto), the Note Calculation Agent shall determine the arithmetic mean of the offered quotations of the Reference Banks to leading banks in the London interbank market for one-month Eurodollar deposits in an amount determined by the Note Calculation Agent by reference to requests for quotations as of approximately 11:00 a.m. (London time) on the LIBOR Determination Date made by the Note Calculation Agent to the Reference Banks. If, on any LIBOR Determination

Date, at least two of the Reference Banks provide such quotations, LIBOR shall equal such arithmetic mean of such quotations. If, on any LIBOR Determination Date, only one or none of the Reference Banks provide such quotations, LIBOR shall be deemed to be the arithmetic mean of the offered quotations that leading banks in The City of New York selected by the Note Calculation Agent are quoting on the relevant LIBOR Determination Date for one-month Eurodollar deposits in an amount determined by the Note Calculation Agent by reference to the principal London offices of leading banks in the London interbank market; *provided, however*, that if the Note Calculation Agent is required but is unable to determine a rate in accordance with at least one of the procedures provided above, "LIBOR" shall be LIBOR as determined on the previous LIBOR Determination Date. As used herein, "Reference Banks" means four major banks in the London interbank market selected by the Note Calculation Agent.

As soon as possible after 11:00 a.m. (London time) on each LIBOR Determination Date, but in no event later than 11:00 a.m. (London time) on the LIBOR Business Day immediately following each LIBOR Determination Date, the Note Calculation Agent will cause (x) the Extended Note Rate for the next Interest Period and the applicable Aggregate Extended Note Monthly Interest for such Interest Period payable in respect of the Series 2008-1 Extended Notes on the related Distribution Date and (y) the Non-Called Note Rate for each Class of Series 2008-1 Non-Called Notes and the Non-Called Note Monthly Interest for each Class of Series 2008-1 Non-Called Notes for any Interest Period payable in respect of the Series 2008-1 Non-Called Notes on the related Non-Called Note Distribution Date to be given to the Issuer, the Indenture Trustee and any paying agent. The Note Calculation Agent will also specify to the Issuer and the Indenture Trustee the quotations upon which the Extended Note Rate or Non-Called Note Rate, as the case may be, is based, and in any event the Note Calculation Agent shall notify the Issuer before 5:00 p.m. (London time) on each LIBOR Determination Date that either: (i) it has determined or is in the process of determining the Extended Note Rate and the applicable Aggregate Extended Note Monthly Interest and the Non-Called Note Rate and the Non-Called Note Monthly Interest for each Class or (ii) it has not determined and is not in the process of determining the Extended Note Rate and the applicable Aggregate Extended Note Monthly Interest and the Non-Called Note Rate and the Non-Called Note Monthly Interest for each Class, together with its reasons therefor. For the sole purpose of calculating the Extended Note Rate or Non-Called Note Rate, "LIBOR Business Day" shall be any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

Section 3.3 Payment of Note Interest. (a) The discount representing interest on each Series 2008-1 Secured Liquidity Note will be payable pursuant to the terms of the Series 2008-1 Depositary Agreement on the related Expected Maturity with funds provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds provided under the Security Agreement are insufficient to repay the face amount of all Series 2008-1 Secured Liquidity Notes having the same Expected Maturity on such Expected Maturity, then no interest will be paid in respect of such Classes on such date and such Classes shall thereupon be converted into Series 2008-1 Extended Notes pursuant to Section 2.4 hereof. With respect to the payment of interest on the Series 2008-1 Extended Notes, on each Distribution Date commencing with the second Distribution Date following such Expected Maturity, the Collateral Agent, acting in accordance with a certificate or other statement of the Indenture Trustee based upon the Servicer Report, shall withdraw the amounts required to be withdrawn

from the Collateral Account and deposit such amounts in the Series 2008-1 Distribution Account pursuant to this Section 3.3(a) in respect of all funds available for such Interest Period and allocated to the holders of the Series 2008-1 Extended Notes pursuant to Section 5.03(b) of the Security Agreement.

On each Determination Date, the Indenture Trustee shall notify the Collateral Agent and the Servicer in writing as to the amount to be withdrawn and paid pursuant to Section 3.3(b) of this Supplement from the Collateral Account to the extent funds are anticipated to be available and allocable to the Series 2008-1 Extended Notes in respect of (x) first, an amount equal to Extended Note Monthly Interest for the related Interest Period and (y) second, an amount equal to the amount of any unpaid Series 2008-1 Extended Note Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2008-1 Extended Note Shortfall). If the amounts described in this Section 3.3(a) are not sufficient to pay Extended Note Monthly Interest on any Distribution Date, payments of interest to Series 2008-1 Extended Noteholders will be reduced on a *pro rata* basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Distribution Date shall be referred to as the “Series 2008-1 Extended Note Shortfall.” Interest shall accrue on the Series 2008-1 Extended Note Shortfall at the Extended Note Rate. Any unpaid Series 2008-1 Extended Note Shortfall and any interest accrued thereon shall be paid in full on the Final Maturity of each Class of Series 2008-1 Extended Notes. On each Distribution Date, the Collateral Agent shall withdraw the amounts described in this Section 3.3(a) from the Collateral Account and deposit such amounts in the Series 2008-1 Distribution Account.

(b) On each Distribution Date, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2008-1 Extended Noteholders from the Series 2008-1 Distribution Account the amount deposited in the Series 2008-1 Distribution Account for the payment of interest pursuant to Section 3.3(a) of this Supplement.

(c) The unpaid interest on each Series 2008-1 Callable Note accrued at the applicable Callable Note Rate for the related Interest Period will be payable pursuant to Section 6(b) of the Series 2008-1 Depositary Agreement on the related Initial Call Date with funds provided therefor pursuant to Section 5.03 of the Security Agreement. With respect to the payment of interest on each Class of Series 2008-1 Non-Called Notes, on each Non-Called Note Distribution Date commencing with the Non-Called Note Distribution Date following the related Initial Call Date, the Collateral Agent, acting in accordance with a certificate or other statement of the Indenture Trustee based upon the Servicer Report, shall withdraw the amounts required to be withdrawn from the Collateral Account and deposit such amounts in the Series 2008-1 Distribution Account pursuant to this Section 3.3(c) in respect of all funds available for such Interest Period and allocated to the holders of the Series 2008-1 Non-Called Notes pursuant to Section 5.03(b) of the Security Agreement.

On each Determination Date related to any Non-Called Note Distribution Date for any Class of Series 2008-1 Non-Called Notes, the Indenture Trustee shall notify the Collateral Agent and the Servicer in writing as to the amount to be withdrawn and paid pursuant to Section 3.3(d) of this Supplement from the Collateral Account to the extent funds are anticipated to be available and allocable to the Series 2008-1 Non-Called Notes in respect of (x) first, an

amount equal to Non-Called Note Monthly Interest for the related Interest Period for any such Class and (y) second, an amount equal to the amount of any unpaid Series 2008-1 Non-Called Note Shortfall for any such Class as of the preceding Non-Called Note Distribution Date (together with any accrued interest on such Series 2008-1 Non-Called Note Shortfall). If the amounts described in this Section 3.3(c) are not sufficient to pay Non-Called Note Monthly Interest for any Class on any applicable Non-Called Note Distribution Date for such Class, payments of interest to the Series 2008-1 Non-Called Noteholders of such Class on such date will be reduced on a *pro rata* basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Non-Called Note Distribution Date for any Class shall be referred to as the “Series 2008-1 Non-Called Note Shortfall” for such Class. Interest shall accrue on the Series 2008-1 Non-Called Note Shortfall for any Class of Series 2008-1 Non-Called Notes at the Non-Called Note Rate for such Class. Any unpaid Series 2008-1 Non-Called Note Shortfall for any Class of Series 2008-1 Non-Called Notes and any interest accrued thereon shall be paid in full on the Final Maturity of such Class of Series 2008-1 Non-Called Notes. On each Non-Called Note Distribution Date, the Collateral Agent shall withdraw the amounts described in this Section 3.3(c) from the Collateral Account and deposit such amounts in the Series 2008-1 Distribution Account.

(d) On each Non-Called Note Distribution Date for any Class of Series 2008-1 Non-Called Notes, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2008-1 Non-Called Noteholders of such Class from the Series 2008-1 Distribution Account the amount deposited in the Series 2008-1 Distribution Account for the payment of interest pursuant to Section 3.3(c) of this Supplement with respect to such Class.

Section 3.4 Payment of Note Principal. (a) The principal in respect of each Class of Series 2008-1 Secured Liquidity Note will be payable pursuant to the terms of the Series 2008-1 Depositary Agreement on the related Expected Maturity thereof with funds from the proceeds of the issuance of any Series 2008-1 Short Term Notes and any funds provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds are insufficient to repay the face amount of all outstanding Series 2008-1 Notes with a Required Notice Date prior to or on the same date as the Required Notice Date for such Class of Series 2008-1 Secured Liquidity Notes, then no principal will be paid in respect of such Class on such date and such Class shall thereupon be converted into Series 2008-1 Extended Notes pursuant to Section 2.4 hereof. The principal in respect of any Series 2008-1 Extended Note (x) may be paid in whole, but not in part, on any day at the option of the Issuer, subject to any regulation of DTC, to the extent of available principal payments on the Series 2008-1 Mortgage Loans, sale and securitization proceeds in respect of the Series 2008-1 Mortgage Loans, sale proceeds in respect of Series 2008-1 Securitization Securities, payments to the Issuer under the Series 2008-1 Interest Rate Swap and Series 2008-1 Securitization Securities and proceeds from the issuance of new Series 2008-1 Term Notes or Subordinated Notes (allocated to the Series 2008-1 Program) and new Classes of Series 2008-1 Short Term Notes (and from Series 2005-1 Collateral to the limited extent stated in the Security Agreement), *provided* that after giving effect to all payments made on such date no outstanding Class of Series 2008-1 Extended Notes has a Required Notice Date on or prior to the Required Notice Date of the Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes being prepaid on such date and all outstanding Classes of Series 2008-1 Callable Notes and Series 2008-1 Non-Called Notes with a Required Notice Date on or prior to

the Required Notice Date of the Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes being prepaid on such day have been paid in full on or prior to such date or have been delivered a Series 2008-1 Call Notice on or prior to such day, and (y) unless earlier redeemed, will be repaid in full on the Final Maturity of such Extended Note. With respect to each Class of Series 2008-1 Extended Notes, on the applicable principal payment date, in accordance with a certificate or other statement of the Indenture Trustee based upon the related report generated by the Servicer, the Collateral Agent shall withdraw the amount set forth therein as principal payable in respect of the applicable Class of Series 2008-1 Extended Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2008-1 Distribution Account, to be paid to the holders of the Series 2008-1 Extended Notes on such date. On the Determination Date prior to the related Final Maturity, the Indenture Trustee shall notify the Servicer in writing as to the amount of remaining principal outstanding in respect of the applicable Class of Series 2008-1 Extended Notes. On each Final Maturity, in accordance with the related Servicer Report, the Collateral Agent shall withdraw such amount of remaining principal in respect of the applicable Class of Series 2008-1 Extended Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2008-1 Distribution Account, to be paid to the holders of the applicable Class of Series 2008-1 Extended Notes. The remaining entire principal amount (*plus* accrued interest thereon) of all Series 2008-1 Extended Notes of a Class shall be due and payable on the applicable Final Maturity.

(b) With respect to each Class of Series 2008-1 Extended Notes, on the applicable principal payment date, the Paying Agent shall pay *pro rata* to each Series 2008-1 Extended Noteholder of such Class from the Series 2008-1 Distribution Account the amount deposited therein pursuant to Section 3.4(a) of this Supplement for distribution on such date. On the applicable Final Maturity of each Class of Series 2008-1 Extended Notes, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay *pro rata* to each Series 2008-1 Extended Noteholder of such Class from the Series 2008-1 Distribution Account the amount deposited therein pursuant to Section 3.4(a) of this Supplement.

(c) The principal in respect of each Series 2008-1 Callable Note called by the Issuer for payment on the Initial Call Date will be payable pursuant to the terms of the Series 2008-1 Depositary Agreement on the related Initial Call Date with funds from the proceeds of the issuance of any Series 2008-1 Short Term Notes and provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds are insufficient to repay the face amount of all outstanding Series 2008-1 Notes with a Required Notice Date prior to or on the same date as the Required Notice Date for such Class of Series 2008-1 Callable Notes, then no principal will be paid in respect of such Class of Series 2008-1 Callable Notes on such date. The principal in respect of any Series 2008-1 Non-Called Note (x) upon one Business Day's prior notice to the Holders of such Series 2008-1 Non-Called Notes and three Business Days' prior notice to DTC and the Indenture Trustee, may be called for payment in whole, but not in part, on the related Subsequent Call Date at the option of the Issuer to the extent of available principal payments on the Series 2008-1 Mortgage Loans, sale and securitization proceeds in respect of the Series 2008-1 Mortgage Loans, sale proceeds in respect of Series 2008-1 Securitization Securities, payments to the Issuer under the Series 2008-1 Interest Rate Swap and proceeds from the issuance of new Series 2008-1 Term Notes and Subordinated Notes (allocated to the Series 2008-1 Program) and new Classes of Series 2008-1 Short Term Notes

(and from Series 2005-1 Collateral to the limited extent stated in the Security Agreement), *provided* that after giving effect to all payments made on such date no outstanding Class of Series 2008-1 Extended Notes has a Required Notice Date on or prior to the Required Notice Date of the Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes being prepaid on such date and all outstanding Classes of Series 2008-1 Callable Notes and Series 2008-1 Non-Called Notes with a Required Notice Date on or prior to the Required Notice Date of the Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes being prepaid on such day have been paid in full on or prior to such day or have been delivered a Series 2008-1 Call Notice on or prior to such day, and (y) unless earlier redeemed, will be repaid in full on the Final Maturity of such Series 2008-1 Non-Called Note. With respect to each Class of Series 2008-1 Non-Called Notes, on the applicable principal payment date (other than any Final Maturity), in accordance with a certificate or other statement of the Indenture Trustee based upon the related report generated by the Servicer, the Collateral Agent shall withdraw the amount set forth therein as principal payable in respect of the applicable Class of Series 2008-1 Non-Called Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2008-1 Distribution Account, to be paid to the holders of such Class of Series 2008-1 Non-Called Notes on such date. On the Determination Date prior to the related Final Maturity for each Class of Series 2008-1 Non-Called Notes, the Indenture Trustee shall notify the Servicer in writing as to the amount of remaining principal outstanding in respect of the applicable Class of Series 2008-1 Non-Called Notes. On each Final Maturity, in accordance with the related Servicer Report, the Collateral Agent shall withdraw such amount of remaining principal in respect of the applicable Class of Series 2008-1 Non-Called Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2008-1 Distribution Account, to be paid to the holders of the applicable Class of Series 2008-1 Non-Called Notes. The remaining entire principal amount (*plus* accrued interest thereon) of all Series 2008-1 Non-Called Notes of a Class shall be due and payable on the applicable Final Maturity.

(d) With respect to each Class of Series 2008-1 Non-Called Notes, on the applicable principal payment date, the Paying Agent shall pay *pro rata* to each Series 2008-1 Non-Called Noteholder of such Class from the Series 2008-1 Distribution Account the amount deposited therein pursuant to Section 3.4(c) of this Supplement for distribution on such date. On the applicable Final Maturity of each Class of Series 2008-1 Non-Called Notes, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay *pro rata* to each Series 2008-1 Non-Called Noteholder of such Class from the Series 2008-1 Distribution Account the amount deposited therein pursuant to Section 3.4(c) of this Supplement.

Section 3.5 Series 2008-1 Distribution Account.

(a) Establishment of Series 2008-1 Distribution Account. The Indenture Trustee shall establish and maintain in the name of the Paying Agent for the benefit of the Series 2008-1 Extended Noteholders and the Series 2008-1 Non-Called Noteholders, or cause to be established and maintained, an account (the “Series 2008-1 Distribution Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2008-1 Extended Noteholders and Series 2008-1 Non-Called Noteholders. The Series 2008-1 Distribution Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust

company having corporate trust powers and acting as trustee for funds deposited in the Series 2008-1 Distribution Account; *provided* that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “BBB-” by S&P or “Baa3” by Moody’s, then the Indenture Trustee shall, within 30 days of such reduction, establish a new Series 2008-1 Distribution Account with a new Qualified Institution. If the Series 2008-1 Distribution Account is not maintained in accordance with the previous sentence, the Issuer shall establish a new Series 2008-1 Distribution Account, within ten (10) Business Days after obtaining knowledge of such fact, which account complies with such sentence, and shall instruct the Paying Agent in writing to transfer all cash and Eligible Investments from the non-qualifying Series 2008-1 Distribution Account into the new Series 2008-1 Distribution Account. Initially, the Series 2008-1 Distribution Account will be established with the Indenture Trustee.

(b) Administration of the Series 2008-1 Distribution Account. The Indenture Trustee, at the instruction of the Issuer, may instruct the institution maintaining the Series 2008-1 Distribution Account to invest funds on deposit in the Series 2008-1 Distribution Account from time to time in Eligible Investments; *provided, however*, that any such Eligible Investments shall mature not later than the Business Day prior to the Distribution Date or Non-Called Note Distribution Date following the date on which such funds were received, unless any Eligible Investment held in the Series 2008-1 Distribution Account is held with the Paying Agent, then such investment may be payable on demand or mature on such Distribution Date or Non-Called Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date or Non-Called Note Distribution Date. All such Eligible Investments will be credited to the Series 2008-1 Distribution Account.

(c) Earnings from Series 2008-1 Distribution Account. All interest and earnings (net of losses (for which the Indenture Trustee shall have no liability) and investment expenses) paid on cash and Eligible Investments on deposit in the Series 2008-1 Distribution Account shall be deemed to be on deposit and available for distribution.

(d) Series 2008-1 Distribution Account Constitutes Additional Collateral for Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes. In order to secure and provide for the repayment and payment of the Issuer’s obligations with respect to the Series 2008-1 Extended Notes and Series 2008-1 Non-Called Notes, the Issuer hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Paying Agent, for the ratable benefit of the Series 2008-1 Extended Noteholders and Series 2008-1 Non-Called Notes, all of the Issuer’s right, title and interest in and to the following (whether now or hereafter existing or acquired): (i) the Series 2008-1 Distribution Account, including any security entitlements thereto; (ii) all funds and Eligible Investments on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2008-1 Distribution Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2008-1 Distribution Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2008-1 Distribution Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any

and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the “Series 2008-1 Distribution Account Collateral”). The Paying Agent shall possess all right, title and interest in all funds on deposit from time to time in the Series 2008-1 Distribution Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2008-1 Distribution Account. The Series 2008-1 Distribution Account Collateral shall be under the sole dominion and control of the Paying Agent for the ratable benefit of the Series 2008-1 Extended Noteholders and Series 2008-1 Non-Called Noteholders.

ARTICLE IV

FORM OF SERIES 2008-1 NOTES

Section 4.1 Restricted Global Series 2008-1 Secured Liquidity Notes and Restricted Global Series 2008-1 Callable Notes. The Series 2008-1 Notes will be issued in the forms described in Section 3 of the Series 2008-1 Depositary Agreement, and the Series 2008-1 Secured Liquidity Notes and Series 2008-1 Callable Notes will be sold only (1) initially to institutional accredited investors within the meaning of Regulation D under the Securities Act in reliance on an exemption from the registration requirements of the Securities Act and (2) thereafter to qualified institutional buyers within the meaning of, and in reliance on, Rule 144A under the Securities Act, and shall be subject to all other restrictions on transfer applicable to the Series 2008-1 Notes set forth in Section 2.8 of the Base Indenture.

ARTICLE V

GENERAL

Section 5.1 Optional Repurchase. The Series 2008-1 Notes shall not be subject to repurchase in accordance with Section 6.5 of the Base Indenture.

Section 5.2 Information. The Indenture Trustee, upon the written request of any Series 2008-1 Noteholder and at the Issuer's expense, shall provide to such Series 2008-1 Noteholder, or its designated agent, copies of all requested information previously furnished to the Indenture Trustee or the Issuer pursuant to the Facility Documents, as such information relates to the Series 2008-1 Notes or the Series 2008-1 Collateral.

Section 5.3 [Reserved].

Section 5.4 Ratification of Base Indenture. As supplemented by this Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Supplement shall be read, taken, and construed as one and the same instrument.

Section 5.5 Counterparts. This Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 5.6 Governing Law. This Supplement shall be construed in accordance with the law of the State of New York (without giving effect to the provisions thereof regarding conflicts of laws), and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such law.

Section 5.7 Amendments. This Supplement may be modified or amended from time to time in accordance with the terms of the Base Indenture.

Section 5.8 Discharge of Indenture. Notwithstanding anything to the contrary contained in the Base Indenture, no discharge of the Indenture pursuant to Section 11.1(b) of the Base Indenture will be effective as to the Series 2008-1 Notes without the consent of the Required Noteholders.

Section 5.9 Notice to Rating Agencies. The Indenture Trustee shall provide to each Rating Agency a copy of each notice, opinion of counsel, certificate, amendment or other item delivered to, or required to be provided by, the Indenture Trustee pursuant to this Supplement or any other Facility Document. The Indenture Trustee shall provide to each Rating Agency notice (of which it has actual knowledge thereof) of whether (1) the short-term rating of any Swap Counterparty has been reduced below "A-1" by S&P or "P-1" by Moody's and (2) an additional Swap Counterparty has entered into an Interest Rate Swap. The Indenture Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 5.10 Action by Direction of Required Noteholders. Subject to Section 10.1 of the Base Indenture, the Indenture Trustee agrees that, so long as no Event of Default shall have occurred and be continuing with respect to any Series of Notes other than the Series 2008-1 Notes, it shall not exercise any rights or remedies available to it as a result of the occurrence of an Event of Default with respect to the Series 2008-1 Notes until the Indenture Trustee has obtained the direction of the Required Noteholders.

Section 5.11 Credit Amount Percentage. The "Credit Amount Percentage" with respect to the Series 2008-1 Notes shall be 3.857%.

Section 5.12 Series Program Size. The "Series Program Size" with respect to the Series 2008-1 Notes initially shall be \$1,250,000,000 (as such size may be increased or decreased following the Effective Date in accordance with the following paragraph).

The Issuer may increase or decrease the Series Program Size with respect to the Series 2008-1 Notes by the delivery of a written notification to such effect to the Indenture Trustee, the Seller, the Servicer, and the Series 2008-1 Swap Counterparty (with a copy to the 2005-1 Swap Counterparty); *provided, however*, that no increase in such Series Program Size may be made unless after giving effect to such increase (i) the maximum aggregate notional amount of the Series 2008-1 Interest Rate Swap shall be at least equal to the Series 2008-1 Program Size and (ii) the Issuer shall obtain written confirmation from each of the Rating Agencies that such increase shall not cause the reduction or withdrawal of any rating on the Series 2008-1 Notes.

Section 5.13 Non-Petition Agreement. The Issuer shall cause each party to the Facility Documents and each party to any other document incidental or related to any Facility Document (other than the Manager and the Person acting as “Special Member” of the Issuer under the LLC Agreement), to covenant and agree that it shall not, prior to the date which is one year and one day (or if longer, the applicable preference period then in effect) after the payment in full of the latest maturing Note, acquiesce, petition or otherwise, directly or indirectly, invoke or cause the Issuer to invoke the process of any governmental authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Issuer. This Section 5.13 shall survive the termination of this Supplement.

Section 5.14 Protections Under Base Indenture. LaSalle Bank National Association, as Paying Agent and Calculation Agent hereunder, shall have all of the protections, rights, privileges, immunities and benefits, including, without limitation, indemnification, of the Indenture Trustee under the Base Indenture.

Section 5.15 No Recourse. The obligations of the Issuer under this Supplement are solely the obligations of the Issuer. No recourse shall be had for the payment of any amount owing in respect of any fee hereunder or any other obligation or claim arising out of or based upon this Supplement or any other Facility Document against any employee, officer, trustee, settlor, affiliate, agent or servant of the Issuer. Fees, expenses or costs payable by the Issuer hereunder shall be payable by the Issuer only on a Distribution Date and only to the extent that funds are then available or thereafter become available for such purpose pursuant to the Base Indenture. This Section 5.15 shall survive the termination of this Supplement.

IN WITNESS WHEREOF, the Issuer, the Indenture Trustee and the Paying Agent have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

OCALA FUNDING, LLC

By: Taylor, Bean & Whitaker Mortgage Corp.,
as Manager

By: Paul Allen
Name: PAUL ALLEN
Title: CEO

LASALLE BANK NATIONAL
ASSOCIATION,
as Indenture Trustee

By: _____
Name:
Title:

LASALLE BANK NATIONAL
ASSOCIATION,
as Paying Agent

By: _____
Name:
Title:

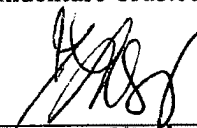
IN WITNESS WHEREOF, the Issuer, the Indenture Trustee and the Paying Agent have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

OCALA FUNDING, LLC

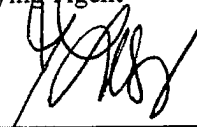
By: Taylor, Bean & Whitaker Mortgage Corp.,
as Manager

By: _____
Name:
Title:

LASALLE BANK NATIONAL
ASSOCIATION,
as Indenture Trustee

By:  _____
Name: **Rita Lopez**
Title: **Vice President**

LASALLE BANK NATIONAL
ASSOCIATION,
as Paying Agent

By:  _____
Name: **Rita Lopez**
Title: **Vice President**

Acknowledged and consented to:

DEUTSCHE BANK, AG, LONDON
BRANCH, as Series 2008-1 Swap
Counterpart

By: 
Name: **Daniel Pietrzak**
Title: **Managing Director**

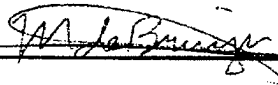
By: 
Name:
Title: **Matthijs de Bruijs**
Vice President

EXHIBIT A-1

FORM OF SERIES 2008-1 SECURED LIQUIDITY NOTE

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

CORPORATE COMMERCIAL PAPER – MASTER NOTE

(Date of Issuance)

("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by _____ ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

(Paying Agent)

(Issuer)

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)

(Guarantor)

By: _____
(Authorized Signature)



**The Depository Trust &
Clearing Corporation**

(Reverse Side of Note)

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

FORM OF CALLABLE NOTE

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

CORPORATE COMMERCIAL PAPER – MASTER NOTE

(Date of Issuance)

("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by _____ ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

(Paying Agent)

(Issuer)

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)

(Guarantor)

By: _____
(Authorized Signature)



*The Depository Trust &
Clearing Corporation*

(Reverse Side of Note)

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

OCALA FUNDING, LLC,

as Issuer

and

LASALLE BANK NATIONAL ASSOCIATION,

as Indenture Trustee and Paying Agent

Second Amended and Restated
Series 2005-1 Supplement

dated as of June 30, 2008

to

SECOND AMENDED AND
RESTATED BASE
INDENTURE

dated as of June 30, 2008

SECOND AMENDED AND RESTATED SERIES 2005-1 SUPPLEMENT, dated as of June 30, 2008 (this "Supplement") between OCALA FUNDING, LLC, a Delaware limited liability company (the "Issuer"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as indenture trustee (together with its successors in trust thereunder as provided in the Base Indenture referred to below, the "Indenture Trustee"), and LASALLE BANK NATIONAL ASSOCIATION, as agent for the benefit of the Series 2005-1 Noteholders (the "Paying Agent"), to the Second Amended and Restated Base Indenture, dated as of June 30, 2008, between the Issuer and the Indenture Trustee (as amended, modified or supplemented from time to time, exclusive of Supplements creating a new Series of Notes, the "Base Indenture").

PRELIMINARY STATEMENT

WHEREAS, the Issuer and the Indenture Trustee have heretofore entered into that Amended and Restated Series 2005-1 Supplement, dated as of March 27, 2006 (the "Amended and Restated Supplement");

WHEREAS, the Issuer and the Indenture Trustee desire to amend and restate the Amended and Restated Supplement;

WHEREAS, pursuant to Section 12.2 of the Second Amended and Restated Base Indenture and Section 5.7 of the Amended and Restated Supplement, the Issuer, but subject to Section 1.2 hereof, the Indenture Trustee and the Swap Counterparties have consented to the amendment and restatement of the Amended and Restated Supplement and Rating Agency Confirmation has been received;

WHEREAS, Sections 2.2, 2.3, 12.1 and 12.3 of the Base Indenture provide, among other things, that the Issuer and the Indenture Trustee may at any time and from time to time enter into a supplement to the Base Indenture for the purpose of authorizing the issuance of one or more Series of Senior Notes.

NOW, THEREFORE, the parties hereto agree as follows:

DESIGNATION

There is hereby created a Series of Senior Notes to be issued pursuant to the Base Indenture and this Supplement and such Series of Senior Notes shall be designated as Series 2005-1 Short Term Notes and shall be designated as a Series of Notes under the Series 2005-1 Program. Subject to certain conditions set forth herein, the Issuer shall issue from time to time Series 2005-1 Notes, which shall initially be designated as either (x) Series 2005-1 Secured Liquidity Notes, and if extended on the Expected Maturity Date as set forth herein shall be thereafter designated as Series 2005-1 Extended Notes, and (y) Series 2005-1 Callable Notes that, if not called for payment on the Initial Call Date, shall thereafter be designated as Series 2005-1 Non-Called Notes. The Series 2005-1 Secured Liquidity Notes and any Series 2005-1

Extended Notes and the Series 2005-1 Callable Notes and any Series 2005-1 Non-Called Notes are referred to collectively as the “Series 2005-1 Notes”.

The proceeds from the sale of the Series 2005-1 Notes shall be used by the Issuer to acquire Series 2005-1 Mortgage Loans from the Seller and to pay any amounts due and owing on the Issuer’s outstanding obligations in accordance with the Facility Documents.

ARTICLE I

DEFINITIONS, EFFECTIVENESS

Section 1.1 Definitions.

(a) All capitalized terms not otherwise defined herein are defined in the Definitions List attached to the Base Indenture as Schedule I thereto. All Article, Section or Subsection references herein shall refer to Articles, Sections or Subsections of the Base Indenture, except as otherwise provided herein. Unless otherwise stated herein, as the context otherwise requires or if such term is otherwise defined in the Base Indenture, each capitalized term used or defined herein shall relate only to the Series 2005-1 Notes and not to any other Series of Notes issued by the Issuer.

(b) The following words and phrases shall have the following meanings with respect to the Series 2005-1 Notes and the definition of such terms are applicable to the singular as well as the plural form of such terms and to the masculine as well as the feminine and neuter genders of such terms:

“Aggregate Extended Note Monthly Interest” means, with respect to all Classes of Series 2005-1 Extended Notes, the sum of all Extended Note Monthly Interest.

“Callable Note Rate” means, with respect to any Series 2005-1 Callable Note, the rate at which such Series 2005-1 Callable Note bears interest prior to its Initial Call Date as established in accordance with Section 4(a) of the Series 2005-1 Depositary Agreement.

“Class” means any Series 2005-1 Short Term Notes (including any Series 2005-1 Extended Notes or Series 2005-1 Non-Called Notes related thereto) with the same Required Notice Date.

“Credit Amount Percentage” has the meaning specified in Section 5.11 hereof.

“Effective Date” has the meaning specified in Section 2.1(b) hereof.

“Expected Maturity” means, with respect to the Series 2005-1 Secured Liquidity Notes in each Class, the expected maturity date of such Series 2005-1 Secured Liquidity Notes, which date shall be a Business Day and shall be between one (1) and 300 days from the date of issuance of the Series 2005-1 Secured Liquidity Notes in such Class, as set forth in the related instructions from the Issuer Agent delivered in accordance with Section 4 of the Series 2005-1 Depositary Agreement.

“Extended Note Monthly Interest” means, with respect to each Class of Series 2005-1 Extended Notes and each Distribution Date, interest distributions with respect to such Class of Series 2005-1 Extended Notes equal to the product of (i) the outstanding principal amount of such Class of Series 2005-1 Extended Notes on the preceding Distribution Date (or in the case of the first Distribution Date occurring after the related Expected Maturity, such Expected Maturity) (after giving effect to all distributions and allocations made on such preceding Distribution Date), (ii) the Extended Note Rate for the related Interest Period and (iii) the actual number of days in such Interest Period divided by 360.

“Extended Note Rate” means, for each Distribution Date, one-month LIBOR *plus* 2.25% *per annum*.

“Final Maturity” means (x) with respect to any Series 2005-1 Extended Note, the date which is 60 days following the Expected Maturity of the related Series 2005-1 Secured Liquidity Note and (y) with respect to any Series 2005-1 Non-Called Note, the date which is 60 days following the Initial Call Date of the related Series 2005-1 Callable Note.

“Initial Call Date” means, with respect to any Series 2005-1 Callable Notes, the initial date upon which such Series 2005-1 Callable Note may be called by the Issuer, which date shall be a Business Day and shall be between one (1) and 300 days from the Settlement Date of such Series 2005-1 Callable Note, as set forth in the related instructions from the Issuer Agent delivered in accordance with Section 4 of the Series 2005-1 Depositary Agreement.

“Interest Period” means, (x) with respect to each Class of Series 2005-1 Extended Notes (i) initially, the period from and including the Expected Maturity to but excluding the second Distribution Date following such Expected Maturity and (ii) thereafter, the period from and including the immediately preceding Distribution Date to but excluding such Distribution Date and (y) with respect to each Class of Series 2005-1 Callable Notes or Series 2005-1 Non-Called Notes (i) initially, the period from and including the Settlement Date to but excluding the Initial Call Date and (ii) thereafter, with respect to any Non-Called Note Distribution Date, the period from, and including, the Initial Call Date or the immediately preceding Non-Called Note Distribution Date, as applicable, to but excluding such Non-Called Note Distribution Date; *provided, however*, in the case of the final payment of a Series 2005-1 Extended Note or Series 2005-1 Non-Called Note, the Interest Period shall end on and include the day immediately preceding the date on which such Series 2005-1 Extended Note or Series 2005-1 Non-Called Note is paid in full.

“Issuance Date” means (x) with respect to any Series 2005-1 Secured Liquidity Note, the Settlement Date thereof, and (y) with respect to any Series 2005-1 Callable Note, the third Business Day preceding the Settlement Date thereof.

“LIBOR” has the meaning specified in Section 3.2(b) of this Supplement.

“LIBOR Determination Date” has the meaning specified in Section 3.2(b) of this Supplement.

“Non-Called Note Distribution Date” means, with respect to any Series 2005-1 Non-Called Note, the date in each calendar month subsequent to the calendar month in which the

Initial Call Date for the related Series 2005-1 Callable Note occurs that is the same date as such Initial Call Date, or if such day is not a Business Day, the next following Business Day (and if any such calendar month does not include the date corresponding to such Initial Call Date, *i.e.*, the Initial Call Date is on the 31st and such month only has 28, 29 or 30 days, the last Business Day in such calendar month).

“Non-Called Note Monthly Interest” means, with respect to each Class of Series 2005-1 Non-Called Notes and each Non-Called Note Distribution Date, interest distributions with respect to such Class of Series 2005-1 Non-Called Notes equal to the product of (i) the outstanding principal amount of such Class of Series 2005-1 Non-Called Notes on the preceding Non-Called Note Distribution Date (after giving effect to all distributions and allocations made on such preceding Non-Called Note Distribution Date), or with respect to the first Non-Called Note Distribution Date for such Class, the Initial Call Date for such Class, (ii) the Non-Called Note Rate for the related Interest Period and (iii) the actual number of days in such Interest Period, divided by 360.

“Non-Called Note Rate” means, for each Distribution Date, one-month LIBOR *plus 2.25% per annum*.

“Note Calculation Agent” means LaSalle Bank National Association.

“Paying Agent” has the meaning specified in the initial paragraph hereto.

“Reference Banks” has the meaning specified in Section 3.2(b) of this Supplement.

“Required Notice Date” means (i) with respect to any Series 2005-1 Secured Liquidity Note or the Series 2005-1 Extended Note, if any, related thereto, the Expected Maturity of such Series 2005-1 Secured Liquidity Note, and (ii) with respect to any Series 2005-1 Callable Note or the Series 2005-1 Non-Called Note, if any, related thereto, the date three (3) Business Days prior to the Initial Call Date for such Series 2005-1 Callable Note.

“Required Noteholders” means Series 2005-1 Noteholders holding 66 2/3% of the aggregate principal amount of the outstanding Series 2005-1 Notes, voting together as a single class.

“Required Reserve Fund Amount” shall mean, on any date, an amount equal to the greater of (i) \$20,250,000 and (ii) 0.90% of the Program Size.

“Secured Liquidity Noteholder” means the Holder of a Series 2005-1 Secured Liquidity Note.

“Securitization Security” means any note, bond or pass-through certificate that is, directly or indirectly, secured by or representing an interest in a Mortgage Loan or pool of Mortgage Loans.

"Series 2005-1 Call Date" means, the Initial Call Date with respect to any Series 2005-1 Callable Note and the Subsequent Call Date with respect to any Series 2005-1 Non-Called Note.

"Series 2005-1 Callable Noteholder" means any Holder of a Series 2005-1 Callable Note.

"Series 2005-1 Call Notice" has the meaning assigned to such term in Section 6(e) of the Series 2005-1 Depositary Agreement.

"Series 2005-1 Callable Notes" means any one of the Series 2005-1 Callable Notes, executed from time to time by the Issuer and authenticated by or on behalf of the Indenture Trustee, substantially in the form of Exhibit A-2 attached hereto, and does not include any Series 2005-1 Non-Called Note.

"Series 2005-1 Collateral" means (i) all right, title and interest of the Issuer in, to and under the Series 2005-1 Purchased Assets (including the contents of the Mortgage Loan Files) purchased by the Issuer from time to time pursuant to the Mortgage Loan Purchase Agreement, including without limitation, all rights under the related Forward Trades, all monies due and to become due to the Issuer under or in connection with such Mortgage Loans (excluding any money or funds related to the Series 2005-1 Collateral the Servicer is entitled to pursuant to the Mortgage Loan Purchase Agreement), all dividends, earnings, income, rents, issues, profits or other distributions of cash or other property in respect of such Mortgage Loans and all rights, remedies, powers, privileges and claims of the Issuer, as holder of such Mortgage Loans, against (x) the Seller under or with respect to the Mortgage Loan Purchase Agreement (whether arising pursuant to the terms of the Mortgage Loan Purchase Agreement or otherwise available to the Issuer at law or in equity) and (y) the Servicer under or with respect to the Mortgage Loan Purchase Agreement (whether arising pursuant to the terms of the Mortgage Loan Purchase Agreement or otherwise available to the Issuer at law or in equity) and the respective obligations of the Seller and the Servicer thereunder and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Mortgage Loan Purchase Agreement or the respective obligations of the Seller and the Servicer thereunder to the same extent as the Issuer could but for the assignment and security interest granted to the Collateral Agent in Section 4.01 of the Security Agreement and all proceeds of any of the foregoing, (ii) the Assigned Collateral set forth in clauses (ii) through (iv) of the definition "Assigned Collateral" and all proceeds of any of the foregoing and (iii) the sub-account of the Collateral Account established for the benefit of the Series 2005-1 Noteholders and the Series 2005-1 Swap Counterparty.

"Series 2005-1 Distribution Account" has the meaning specified in Section 3.5(a) of this Supplement.

"Series 2005-1 Distribution Account Collateral" has the meaning specified in Section 3.5(d) of this Supplement.

"Series 2005-1 Extended Noteholder" means the Holder of a Series 2005-1 Extended Note.

“Series 2005-1 Extended Notes” means any one of the Series 2005-1 Extended Notes, resulting from the conversion of a Series 2005-1 Secured Liquidity Note to a Series 2005-1 Extended Note pursuant to Section 2.4 hereof.

“Series 2005-1 Extended Note Shortfall” has the meaning specified in Section 3.3 of this Supplement.

“Series 2005-1 Non-Called Noteholder” means any Holder of a Series 2005-1 Non-Called Note.

“Series 2005-1 Non-Called Note Shortfall” has the meaning specified in Section 3.3(c) of this Supplement.

“Series 2005-1 Non-Called Notes” means any one of the Series 2005-1 Callable Notes, that is not called for payment on the Initial Call Date by the Issuer pursuant to Section 6 of the Series 2005-1 Depositary Agreement.

“Series 2005-1 Noteholder” means the Holder of a Series 2005-1 Note.

“Series 2005-1 Notes” means, collectively, the Series 2005-1 Secured Liquidity Notes, the Series 2005-1 Extended Notes, the Series 2005-1 Callable Notes and the Series 2005-1 Non-Called Notes.

“Series 2005-1 Secured Liquidity Notes” means any one of the Series 2005-1 Secured Liquidity Notes executed from time to time by the Issuer and authenticated by or on behalf of the Indenture Trustee, substantially in the form of Exhibit A-1 attached hereto, and does not include any Series 2005-1 Extended Note.

“Series 2005-1 Short Term Note” means a Series 2005-1 Secured Liquidity Note or a Series 2005-1 Callable Note, as the context requires.

“Series 2005-1 Short Term Noteholder” means a Series 2005-1 Secured Liquidity Noteholder or a Series 2005-1 Callable Noteholder.

“Series Program Size” has the meaning specified in Section 5.12 hereof.

“Settlement Date” means, with respect to any Series 2005-1 Secured Liquidity Note or Series 2005-1 Callable Note, the date such Note is delivered against payment as provided in Section 4 of the Series 2005-1 Depositary Agreement.

“SLN Extended Event” means with respect to any Series 2005-1 Secured Liquidity Note, such Series 2005-1 Secured Liquidity Note is not paid in full on its Expected Maturity and, as a result, such Series 2005-1 Secured Liquidity Note is converted to a Series 2005-1 Extended Note pursuant to Section 2.4 hereof.

“Subsequent Call Date” means, with respect to any Series 2005-1 Non-Called Note, any day after the Initial Call Date with respect to which a Series 2005-1 Call Notice has

been delivered for such Series 2005-1 Non-Called Note three (3) Business Days prior to such date.

Section 1.2 Effectiveness. The Original Supplement shall remain in full force and effect until the occurrence of the Amendment Closing Date under Section 3.4(c) of the Mortgage Loan Purchase Agreement. Upon the occurrence of the Amendment Closing Date, the provisions hereof shall become immediately effective without further action by any party.

ARTICLE II

SERIES 2005-1 NOTES

Section 2.1 Conditions to Effectiveness. The ability of the Issuer to issue Series 2005-1 Short Term Notes in an amount not to exceed the sum of (x) the Existing Series Program Size and (y) any Capitalized Interest shall commence on June 30, 2008 (the "Effective Date") on which all of the following conditions have been satisfied (or waived in accordance with this Supplement and the Base Indenture):

(a) Series 2005-1 Depositary Agreement. The Issuer and Depositary shall have executed and delivered the Series 2005-1 Depositary Agreement, which shall be in full force and effect, and each of the Indenture Trustee and the Series 2005-1 Swap Counterparty shall have received a fully executed counterpart thereof.

(b) Mortgage Loan Purchase Agreement. The Seller, the Servicer and the Issuer shall have executed and delivered the Mortgage Loan Purchase Agreement, which shall be in full force and effect, and each of the Indenture Trustee and the Series 2005-1 Swap Counterparty shall have received a photocopy of a fully executed counterpart thereof.

(c) LLC Agreement. The member and the special member shall have executed and delivered the LLC Agreement, and each of the Indenture Trustee and the Series 2005-1 Swap Counterparty shall have received a fully executed copy thereof, which shall be in full force and effect.

(d) Security Agreement. The Issuer, the Collateral Agent and the Indenture Trustee shall have executed and delivered the Security Agreement, which shall be in full force and effect, and each of the Indenture Trustee and the Series 2005-1 Swap Counterparty shall have received a fully executed counterpart thereof.

(e) Series 2005-1 Short Term Note Dealer Agreement. The Issuer and the Series 2005-1 Short Term Note Dealers shall have executed and delivered the Series 2005-1 Short Term Note Dealer Agreement in respect of the Series 2005-1 Short Term Notes, which shall be in full force and effect, and each of the Indenture Trustee and the Series 2005-1 Swap Counterparty shall have received a fully executed counterpart thereof.

(f) No Event of Default or Servicer Event of Default. No Event of Default or Servicer Event of Default shall have occurred and be continuing on the Effective Date nor will

any Event of Default or Servicer Event of Default result from the consummation of the initial issuance of Series 2005-1 Short Term Notes on such date.

(g) Representations and Warranties. All representations and warranties of (i) the Issuer contained in the Indenture and in the other Facility Documents or in any document, certificate or financial or other statement delivered in connection herewith or therewith, (ii) the Servicer contained in any Servicer Documents and (iii) the Seller contained in the Mortgage Loan Purchase Agreement, shall be true and correct in all material respects and with the same force and effect as though such representations and warranties had been made as of the Effective Date.

(h) Opinions of Counsel. The Indenture Trustee shall have received signed opinion letters, addressed to the Indenture Trustee, the Series 2005-1 Swap Counterparty, and the Collateral Agent, from Cadwalader, Wickersham & Taft LLP, special counsel to the Seller, the Servicer and the Issuer, and an opinion letter of counsel for the Series 2005-1 Swap Counterparty (which may include in-house counsel of the Series 2005-1 Swap Counterparty) concerning the Series 2005-1 Interest Rate Swap, in form and substance reasonably satisfactory to the Indenture Trustee, delivered with such changes (if any) therein as shall be acceptable to the Indenture Trustee and counsel to the Indenture Trustee, and as to such other matters as the Indenture Trustee may reasonably request. The Indenture Trustee shall have also received a copy, addressed to the Indenture Trustee or not addressed to the Indenture Trustee, but the Indenture Trustee shall have received a letter stating that the Indenture Trustee shall be entitled to rely thereon, of each opinion letter delivered to S&P and Moody's in connection with the rating of the Series 2005-1 Short Term Notes (each such opinion letter to include the Series 2005-1 Swap Counterparty as an addressee).

(i) Filings, etc. All filings (including, without limitation, pursuant to the Uniform Commercial Code) and recordings shall have been accomplished with respect to the Security Agreement in such jurisdictions as may be required by law to establish, perfect, protect and preserve the rights, titles, interests, remedies, powers, privileges, first priority liens and security interests of the Collateral Agent in the Assigned Collateral and the Collateral Account covered by the Security Agreement and any giving of notice or the taking of any other action to such end (whether similar or dissimilar) required by law shall have been given or taken (it being understood that no filings of assignments of the mortgages relating to the Mortgage Loans purchased by the Issuer will generally be required). On or prior to the Effective Date, the Indenture Trustee and the Collateral Agent shall have received satisfactory evidence as to any such filing, recording, registration, giving of notice or other action so taken or made.

(j) Series 2005-1 Short Term Notes Ratings. S&P and Moody's shall have reaffirmed their ratings of the Series 2005-1 Short Term Notes of "A-1+" and "P-1", respectively, the Indenture Trustee shall have received a copy of each letter from each Rating Agency evidencing any such reaffirmation and such ratings shall continue in full force and effect on the Effective Date.

(k) Other Instruments and Documents. The Indenture Trustee shall have received such other instruments and documents as the Indenture Trustee may have reasonably

requested, and all instruments and documents delivered pursuant to this Section 2.1 shall be reasonably satisfactory in form and substance to the Indenture Trustee.

(l) Interest Rate Swap. The Issuer and the Swap Counterparty shall have executed and delivered the Series 2005-1 Interest Rate Swap, which shall be in full force and effect, and the Indenture Trustee shall have received a copy of a fully executed counterpart thereof. No Additional Termination Event (as defined in the Interest Rate Swap) shall have occurred and be continuing.

(m) Reserve Fund. The Indenture Trustee shall have received evidence not later than the date on which the Issuer first purchases a Mortgage Loan under the Mortgage Loan Purchase Agreement that the Reserve Fund has been funded in an amount equal to the Required Reserve Fund Amount.

Section 2.2 Issuance of Series 2005-1 Short Term Notes. The issuance and payment provisions of the Series 2005-1 Short Term Notes, to the extent not covered in this Supplement, will be as set forth in the Series 2005-1 Depositary Agreement.

(a) The Issuer shall have the right to issue or deliver Classes of Series 2005-1 Short Term Notes from time to time on and after the Effective Date, *unless* (i) any condition precedent specified in Section 2.3 with respect to the issuance of Classes of Series 2005-1 Short Term Notes has not been satisfied or waived or (ii) the issuance of Classes of Series 2005-1 Short Term Notes is prohibited by the provisions of Section 2.2(c) hereof. If any of the events described in clauses (i) and (ii) of the immediately preceding sentence has occurred, then the Issuer shall not issue or deliver Classes of Series 2005-1 Short Term Notes.

(b) The Issuer agrees that each note constituting Series 2005-1 Short Term Notes shall (i) be substantially in the form attached to the Series 2005-1 Depositary Agreement and be completed in accordance with this Supplement and the Series 2005-1 Depositary Agreement, (ii) be dated the date of issuance thereof, (iii) be made payable to the order of a named payee or bearer, (iv) be in a face amount (if issued on a discount basis) or a principal amount (if issued on an interest-bearing basis) of \$200,000 or an integral multiple of \$1,000 in excess thereof and (v) be exempt from or sold in a transaction exempt from the registration requirements of the Securities Act. Subject to the provisions of the Series 2005-1 Depositary Agreement, all Series 2005-1 Short Term Notes shall be delivered and issued against payment therefor in collected funds which are immediately available on the date of issuance, and otherwise in accordance with the terms of this Supplement and the Series 2005-1 Depositary Agreement.

(c) In the event that (i) an injunction suspending the issuance of Series 2005-1 Short Term Notes shall have been issued or proceedings therefor shall have been initiated by the Securities and Exchange Commission, (ii) the Issuer or any other Person shall have been found in a judicial or administrative proceeding to have violated the Securities Act in connection with the issuance of the Series 2005-1 Short Term Notes, or (iii) the Issuer or the Series 2005-1 Short Term Note Dealers shall have filed a registration statement with the Securities and Exchange Commission seeking to register the Series 2005-1 Short Term Notes under the Securities Act, then, in any such event, the Issuer shall not thereafter issue or sell any Series 2005-1 Short Term

Notes. The Issuer shall give the Indenture Trustee, each Swap Counterparty, the Series 2005-1 Short Term Note Dealers and the Rating Agencies notice of any of the events described in this Section 2.2(c).

Section 2.3 Conditions Precedent to Issuance of Series 2005-1 Short Term Notes. The right of the Issuer to issue any Class of Series 2005-1 Short Term Notes is subject to the conditions that on the Issuance Date and after giving effect thereto:

(a) Ratings. The Swap Counterparties shall be rated at least "A-1" by S&P and "P-1" by Moody's.

(b) No Event of Default. No event of default under any Facility Document and no Event of Default shall have occurred and be continuing and the Issuer shall have made a determination that no event of default under any Facility Document and no Event of Default will result from the issuance of such Series 2005-1 Short Term Notes.

(c) Representations and Warranties. All representations and warranties of the Issuer contained in the Indenture and in the other Facility Documents (excluding representations and warranties with respect to the Mortgage Loans made pursuant to the Mortgage Loan Purchase Agreement) or in any document, certificate or financial or other statement delivered in connection herewith or therewith shall be true and correct in all material respects with the same force and effect as though such representations and warranties had been made on and as of the day of such issuance.

(d) Accounts. The Collateral Account, the Collection Account and the Series 2005-1 Short Term Note Account, and any funds on deposit in, or otherwise to the credit of, the Collateral Account, the Collection Account and the Series 2005-1 Short Term Note Account shall not be subject to any writ, order, stay, judgment, warrant of attachment or execution of similar process.

(e) Borrowing Base. After giving effect to such issuance of Short Term Notes on such day, the payment of Short Term Notes called or maturing or matured on such day, the payment of Non-Called Notes called or maturing or matured on such day, the payment of outstanding Extended Notes on such day, the issuance of Term Notes on such day, the repayment of the aggregate principal amount of outstanding Term Notes maturing or matured on such day, the issuance of Subordinated Notes on such day, the payment of outstanding Subordinated Notes maturing or matured on such day and the purchase and sale of Mortgage Loans on such day, (I) the sum of (A) the Credits Outstanding on such day, (B) the aggregate principal amount of Term Notes outstanding on such day, and (C) the aggregate principal amount of all Series of Subordinated Notes including the aggregate amount, if any, of Principal Amount Charge-Offs which have not been reinstated as of such date, will not exceed (II) the sum of (A) the excess of the Outstanding Purchase Price of Mortgage Loans over the Outstanding Purchase Price of any Defaulted Loans owned by the Issuer on such day, (B) the Outstanding Purchase Price of Securitization Securities owned by the Issuer on such day, (C) the Capitalized Interest Component on such day and (D) any cash and Eligible Investments held by the Issuer on such day (exclusive of amounts on deposit in the Reserve Fund) (to the extent not included in the definition of Credits Outstanding).

(f) [Reserved].

(g) Mortgage Loans Purchased. The aggregate amount of all Mortgage Loans purchased and held by the Issuer at any given time does not, and will not, exceed the maximum amount set forth in the Mortgage Loan Purchase Agreement.

(h) Mortgage Loans Sold. The Issuer shall be in compliance with the Portfolio Aging Limitations and the Portfolio Criteria (as such terms are defined in the Mortgage Loan Purchase Agreement).

(i) SLN and CN Maturity. Each Series 2005-1 Secured Liquidity Note has an Expected Maturity that is not more than 300 calendar days after its Settlement Date and a Final Maturity that is 60 calendar days after its Expected Maturity and each Series 2005-1 Callable Note has an Initial Call Date that is not more than 300 calendar days after its Settlement Date and a Final Maturity that is 60 calendar days after its Initial Call Date.

(j) No Notes. No Notes are outstanding unless after giving effect to such new issuance of Series 2005-1 Short Term Notes sufficient funds will be available on the applicable Settlement Date thereof to fully repay all Notes with a Required Notice Date on or prior to the Issuance Date for such Series 2005-1 Short Term Notes.

(k) Required Enhancement Amount. After giving effect to the issuance of Short Term Notes on such day, the payment of Short Term Notes called or maturing or matured on such day, the payment of Non-Called Notes called or maturing or matured on such day, the payment of outstanding Extended Notes on such day, the issuance of Term Notes on such day, the repayment of the aggregate principal amount of outstanding Term Notes maturing or matured on such day, the issuance of Subordinated Notes on such day, the payment of outstanding Subordinated Notes maturing or matured on such day and the purchase and sale of Mortgage Loans on such day, the sum of (i) the aggregate principal balance of all outstanding Series of Subordinated Notes, in each case including any Principal Amount Charge-Offs allocated thereto which have not been reinstated, and (ii) the Reserve Fund Available Amount on such day, equals or exceeds the sum of the Required Reserve Fund Amount and the Required Enhancement Amount on such day.

(l) No Failure to Repurchase. No failure by the Seller to repurchase any Mortgage Loan required to be repurchased by the Seller, pursuant to Section 2.2(b) of the Mortgage Loan Purchase Agreement, has occurred.

(m) [Reserved].

(n) Qualified Counterparty Concentration Limits. The Qualified Counterparty Concentration Limits have not been breached or, if any breach has occurred, such breach has not continued unremedied for a period greater than forty-five (45) consecutive days thereafter; *provided, however*, that any breach of the Qualified Counterparty Concentration Limits with respect to (i) any Qualified Counterparty rated "AA-" by S&P or "Aa3" by Moody's or higher or (ii) any Qualified Counterparty rated "A+" by S&P or "A1" by Moody's or higher, may be waived by the Series 2005-1 Swap Counterparty (in relation to the Series 2005-1 Qualified

Forward Contracts) or the Series 2008-1 Swap Counterparty (in relation to the Series 2008-1 Qualified Forward Contracts).

The Issuer hereby agrees that each issuance of Series 2005-1 Short Term Notes constitutes a representation and warranty by the Issuer that the conditions specified above are then satisfied and will be satisfied immediately after giving effect thereto.

Section 2.4 Conversion to Series 2005-1 Extended Notes. (a) Upon the failure of any Class of Series 2005-1 Secured Liquidity Notes to be fully paid on its Expected Maturity, without any notice or other further action by any Person, the Issuer shall be deemed to have advised the Indenture Trustee, the Paying Agent, the Series 2005-1 Depositary and the Clearing Agency that such Class of Series 2005-1 Secured Liquidity Notes has been converted, as of such Expected Maturity, to a Class of Series 2005-1 Extended Notes.

(b) Upon any such conversion with respect to any Class of Series 2005-1 Secured Liquidity Notes, the Paying Agent shall notify all holders of such Class of Series 2005-1 Secured Liquidity Notes by telecopier, telex or cable followed by mailed written notice, through the Clearing Agency, of such conversion to a Class of Series 2005-1 Extended Notes. The initial aggregate principal amount of each Class of Series 2005-1 Extended Notes deemed issued upon conversion of the related Class of Series 2005-1 Secured Liquidity Notes shall be equal to the aggregate face amount of such Class of Series 2005-1 Secured Liquidity Notes (or, in the case of Series 2005-1 Secured Liquidity Notes issued on an interest bearing basis, the aggregate principal and accrued interest of such Class of Series 2005-1 Secured Liquidity Notes). The Issuer shall provide written notice to the Rating Agencies, each Swap Counterparty and the Series 2005-1 Short Term Note Dealers of any conversion of a Class of Series 2005-1 Secured Liquidity Notes to a Class of Series 2005-1 Extended Notes.

Section 2.5 Conversion to Series 2005-1 Non-Called Notes. Upon the failure of any Class of Series 2005-1 Callable Notes to be fully paid on its Initial Call Date, such Series 2005-1 Callable Notes shall automatically convert to Series 2005-1 Non-Called Notes and the aggregate principal amount of the Series 2005-1 Non-Called Notes resulting from such failure of such Series 2005-1 Callable Notes to be fully paid shall be equal to the aggregate principal outstanding of such Series 2005-1 Callable Notes. Notwithstanding the conversion of a Series 2005-1 Callable Note to a Series 2005-1 Non-Called Note on its Initial Call Date, interest shall be payable pursuant to Section 6(b) of the Series 2005-1 Depositary Agreement. The Issuer shall provide written notice to the Rating Agencies, each Swap Counterparty (with a copy to the Indenture Trustee) and the Series 2005-1 Short Term Note Dealers of any failure of the Issuer to call a Series 2005-1 Callable Note on its Initial Call Date.

Section 2.6 Proceeds. The proceeds of Series 2005-1 Short Term Notes shall be used by the Issuer only to (i) acquire Series 2005-1 Mortgage Loans and otherwise to pay such amounts as required or permitted by the Facility Documents, (ii) pay matured and maturing Series 2005-1 Secured Liquidity Notes, including interest and/or discount thereon, Series 2005-1 Callable Notes or Series 2005-1 Non-Called Notes called for payment, including interest thereon, (iii) pay outstanding Series 2005-1 Extended Notes and Series 2005-1 Term Notes, including interest thereon, in accordance with the terms of the Facility Documents, and (iv) make distributions to the holders of any outstanding Series of Subordinated Notes. Payments from the

proceeds of the Series 2005-1 Short Term Notes shall be made in accordance with the priority set forth in Section 2.01 or 5.03 of the Security Agreement.

Section 2.7 Optional Repurchase. Following the occurrence of a Termination Event or an Indenture Event of Default, the Series 2005-1 Notes may be repurchased (a "Series 2005-1 Optional Repurchase"), in whole but not in part, by the Issuer on any Distribution Date upon not more than sixty (60) nor less than thirty (30) days' prior notice to the Series 2005-1 Noteholders at a price equal to the Principal Component of such Notes plus accrued interest or discount thereon.

ARTICLE III

SERIES 2005-1 ALLOCATIONS

With respect to the Series 2005-1 Notes, the following shall apply:

Section 3.1 Allocations with Respect to the Series 2005-1 Notes. All Collections allocable to the Series 2005-1 Notes shall be determined by the Indenture Trustee and transferred by the Collateral Agent to the Series 2005-1 Distribution Account in accordance with the Servicer Reports delivered pursuant to Sections 3.3(a) and 3.4(a) hereof and the Security Agreement.

Section 3.2 Calculation of Note Interest. (a) For purposes of calculating the Extended Note Rate for each Class of Series 2005-1 Extended Notes and the Non-Called Note Rate for each Class of Series 2005-1 Non-Called Notes, the Issuer hereby appoints the Indenture Trustee as the Note Calculation Agent. The Note Calculation Agent may be removed by the Issuer at any time. If the Note Calculation Agent is unable or unwilling to act as such or is removed by the Issuer, or if the Note Calculation Agent fails to determine (x) the Extended Note Rate for each Class of Series 2005-1 Extended Notes and the Aggregate Extended Note Monthly Interest for any Interest Period, and (y) the Non-Called Note Rate for each Class of Series 2005-1 Non-Called Notes and the Non-Called Note Monthly Interest for each Class of Series 2005-1 Non-Called Notes for any Interest Period, the Issuer will promptly appoint as a replacement Note Calculation Agent a leading bank which is engaged in transactions in Eurodollar deposits in the international Eurodollar market. The Note Calculation Agent may not resign its duties without a successor having been duly appointed.

(b) LIBOR shall be determined by the Note Calculation Agent in accordance with the following provisions:

(i) On the second LIBOR Business Day prior to the commencement of the applicable Interest Period (or, in the case of the initial Interest Period, on the related Expected Maturity in the case of a Series 2005-1 Secured Liquidity Note and on the related Initial Call Date in the case of a Series 2005-1 Callable Note) (each such day, a "LIBOR Determination Date"), "LIBOR" shall equal the rate, as obtained by the Note Calculation Agent, for one-month Eurodollar deposits, which appears on Reuters Screen LIBOR 01 Page (or any successor thereto) as the London Interbank Offered Rate as of 11:00 a.m., London time, on such LIBOR Determination Date (or such other page as may

replace the Dow Jones Market Service (formerly Telerate) Page on that service for the purposes of displaying London interbank offered rates of major banks).

(ii) If, on any LIBOR Determination Date, such rate does not appear on Reuters Screen LIBOR 01 Page (or any successor thereto), the Note Calculation Agent shall determine the arithmetic mean of the offered quotations of the Reference Banks to leading banks in the London interbank market for one-month Eurodollar deposits in an amount determined by the Note Calculation Agent by reference to requests for quotations as of approximately 11:00 a.m. (London time) on the LIBOR Determination Date made by the Note Calculation Agent to the Reference Banks. If, on any LIBOR Determination Date, at least two of the Reference Banks provide such quotations, LIBOR shall equal such arithmetic mean of such quotations. If, on any LIBOR Determination Date, only one or none of the Reference Banks provide such quotations, LIBOR shall be deemed to be the arithmetic mean of the offered quotations that leading banks in The City of New York selected by the Note Calculation Agent are quoting on the relevant LIBOR Determination Date for one-month Eurodollar deposits in an amount determined by the Note Calculation Agent by reference to the principal London offices of leading banks in the London interbank market; *provided, however*, that if the Note Calculation Agent is required but is unable to determine a rate in accordance with at least one of the procedures provided above, "LIBOR" shall be LIBOR as determined on the previous LIBOR Determination Date. As used herein, "Reference Banks" means four major banks in the London interbank market selected by the Note Calculation Agent.

As soon as possible after 11:00 a.m. (London time) on each LIBOR Determination Date, but in no event later than 11:00 a.m. (London time) on the LIBOR Business Day immediately following each LIBOR Determination Date, the Note Calculation Agent will cause (x) the Extended Note Rate for the next Interest Period and the applicable Aggregate Extended Note Monthly Interest for such Interest Period payable in respect of the Series 2005-1 Extended Notes on the related Distribution Date and (y) the Non-Called Note Rate for each Class of Series 2005-1 Non-Called Notes and the Non-Called Note Monthly Interest for each Class of Series 2005-1 Non-Called Notes for any Interest Period payable in respect of the Series 2005-1 Non-Called Notes on the related Non-Called Note Distribution Date to be given to the Issuer, the Indenture Trustee and any paying agent. The Note Calculation Agent will also specify to the Issuer and the Indenture Trustee the quotations upon which the Extended Note Rate or Non-Called Note Rate, as the case may be, is based, and in any event the Note Calculation Agent shall notify the Issuer before 5:00 p.m. (London time) on each LIBOR Determination Date that either: (i) it has determined or is in the process of determining the Extended Note Rate and the applicable Aggregate Extended Note Monthly Interest and the Non-Called Note Rate and the Non-Called Note Monthly Interest for each Class or (ii) it has not determined and is not in the process of determining the Extended Note Rate and the applicable Aggregate Extended Note Monthly Interest and the Non-Called Note Rate and the Non-Called Note Monthly Interest for each Class, together with its reasons therefor. For the sole purpose of calculating the Extended Note Rate or Non-Called Note Rate, "LIBOR Business Day" shall be any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

Section 3.3 Payment of Note Interest. (a) The discount representing interest on each Series 2005-1 Secured Liquidity Note will be payable pursuant to the terms of the Series

2005-1 Depositary Agreement on the related Expected Maturity with funds provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds provided under the Security Agreement are insufficient to repay the face amount of all Series 2005-1 Secured Liquidity Notes having the same Expected Maturity on such Expected Maturity, then no interest will be paid in respect of such Classes on such date and such Classes shall thereupon be converted into Series 2005-1 Extended Notes pursuant to Section 2.4 hereof. With respect to the payment of interest on the Series 2005-1 Extended Notes, on each Distribution Date commencing with the second Distribution Date following such Expected Maturity, the Collateral Agent, acting in accordance with a certificate or other statement of the Indenture Trustee based upon the Servicer Report, shall withdraw the amounts required to be withdrawn from the Collateral Account and deposit such amounts in the Series 2005-1 Distribution Account pursuant to this Section 3.3(a) in respect of all funds available for such Interest Period and allocated to the holders of the Series 2005-1 Extended Notes pursuant to Section 5.03(b) of the Security Agreement.

On each Determination Date, the Indenture Trustee shall notify the Collateral Agent and the Servicer in writing as to the amount to be withdrawn and paid pursuant to Section 3.3(b) of this Supplement from the Collateral Account to the extent funds are anticipated to be available and allocable to the Series 2005-1 Extended Notes in respect of (x) first, an amount equal to Extended Note Monthly Interest for the related Interest Period and (y) second, an amount equal to the amount of any unpaid Series 2005-1 Extended Note Shortfall as of the preceding Distribution Date (together with any accrued interest on such Series 2005-1 Extended Note Shortfall). If the amounts described in this Section 3.3(a) are not sufficient to pay Extended Note Monthly Interest on any Distribution Date, payments of interest to Series 2005-1 Extended Noteholders will be reduced on a *pro rata* basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Distribution Date shall be referred to as the “Series 2005-1 Extended Note Shortfall.” Interest shall accrue on the Series 2005-1 Extended Note Shortfall at the Extended Note Rate. Any unpaid Series 2005-1 Extended Note Shortfall and any interest accrued thereon shall be paid in full on the Final Maturity of each Class of Series 2005-1 Extended Notes. On each Distribution Date, the Collateral Agent shall withdraw the amounts described in this Section 3.3(a) from the Collateral Account and deposit such amounts in the Series 2005-1 Distribution Account.

(b) On each Distribution Date, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2005-1 Extended Noteholders from the Series 2005-1 Distribution Account the amount deposited in the Series 2005-1 Distribution Account for the payment of interest pursuant to Section 3.3(a) of this Supplement.

(c) The unpaid interest on each Series 2005-1 Callable Note accrued at the applicable Callable Note Rate for the related Interest Period will be payable pursuant to Section 6(b) of the Series 2005-1 Depositary Agreement on the related Initial Call Date with funds provided therefor pursuant to Section 5.03 of the Security Agreement. With respect to the payment of interest on each Class of Series 2005-1 Non-Called Notes, on each Non-Called Note Distribution Date commencing with the Non-Called Note Distribution Date following the related Initial Call Date, the Collateral Agent, acting in accordance with a certificate or other statement of the Indenture Trustee based upon the Servicer Report, shall withdraw the amounts required to

be withdrawn from the Collateral Account and deposit such amounts in the Series 2005-1 Distribution Account pursuant to this Section 3.3(c) in respect of all funds available for such Interest Period and allocated to the holders of the Series 2005-1 Non-Called Notes pursuant to Section 5.03(b) of the Security Agreement.

On each Determination Date related to any Non-Called Note Distribution Date for any Class of Series 2005-1 Non-Called Notes, the Indenture Trustee shall notify the Collateral Agent and the Servicer in writing as to the amount to be withdrawn and paid pursuant to Section 3.3(d) of this Supplement from the Collateral Account to the extent funds are anticipated to be available and allocable to the Series 2005-1 Non-Called Notes in respect of (x) first, an amount equal to Non-Called Note Monthly Interest for the related Interest Period for any such Class and (y) second, an amount equal to the amount of any unpaid Series 2005-1 Non-Called Note Shortfall for any such Class as of the preceding Non-Called Note Distribution Date (together with any accrued interest on such Series 2005-1 Non-Called Note Shortfall). If the amounts described in this Section 3.3(c) are not sufficient to pay Non-Called Note Monthly Interest for any Class on any applicable Non-Called Note Distribution Date for such Class, payments of interest to the Series 2005-1 Non-Called Noteholders of such Class on such date will be reduced on a *pro rata* basis by the amount of such deficiency. The aggregate amount, if any, of such deficiency on any Non-Called Note Distribution Date for any Class shall be referred to as the "Series 2005-1 Non-Called Note Shortfall" for such Class. Interest shall accrue on the Series 2005-1 Non-Called Note Shortfall for any Class of Series 2005-1 Non-Called Notes at the Non-Called Note Rate for such Class. Any unpaid Series 2005-1 Non-Called Note Shortfall for any Class of Series 2005-1 Non-Called Notes and any interest accrued thereon shall be paid in full on the Final Maturity of such Class of Series 2005-1 Non-Called Notes. On each Non-Called Note Distribution Date, the Collateral Agent shall withdraw the amounts described in this Section 3.3(c) from the Collateral Account and deposit such amounts in the Series 2005-1 Distribution Account.

(d) On each Non-Called Note Distribution Date for any Class of Series 2005-1 Non-Called Notes, subject to Section 9.8 of the Base Indenture, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay to the Series 2005-1 Non-Called Noteholders of such Class from the Series 2005-1 Distribution Account the amount deposited in the Series 2005-1 Distribution Account for the payment of interest pursuant to Section 3.3(c) of this Supplement with respect to such Class.

Section 3.4 Payment of Note Principal. (a) The principal in respect of each Class of Series 2005-1 Secured Liquidity Note will be payable pursuant to the terms of the Series 2005-1 Depositary Agreement on the related Expected Maturity thereof with funds from the proceeds of the issuance of any Series 2005-1 Short Term Notes and any funds provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds are insufficient to repay the face amount of all outstanding Series 2005-1 Notes with a Required Notice Date prior to or on the same date as the Required Notice Date for such Class of Series 2005-1 Secured Liquidity Notes, then no principal will be paid in respect of such Class on such date and such Class shall thereupon be converted into Series 2005-1 Extended Notes pursuant to Section 2.4 hereof. The principal in respect of any Series 2005-1 Extended Note (x) may be paid in whole, but not in part, on any day at the option of the Issuer, subject to any regulation of DTC, to the extent of available principal payments on the Series 2005-1 Mortgage Loans, sale and

securitization proceeds in respect of the Series 2005-1 Mortgage Loans, sale proceeds in respect of Series 2005-1 Securitization Securities, payments to the Issuer under the Series 2005-1 Interest Rate Swap and Series 2005-1 Securitization Securities and proceeds from the issuance of new Series 2005-1 Term Notes or Subordinated Notes (allocated to the Series 2005-1 Program) and new Classes of Series 2005-1 Short Term Notes (and from Series 2008-1 Collateral to the limited extent stated in the Security Agreement), *provided* that after giving effect to all payments made on such date no outstanding Class of Series 2005-1 Extended Notes has a Required Notice Date on or prior to the Required Notice Date of the Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes being prepaid on such date and all outstanding Classes of Series 2005-1 Callable Notes and Series 2005-1 Non-Called Notes with a Required Notice Date on or prior to the Required Notice Date of the Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes being prepaid on such day have been paid in full on or prior to such date or have been delivered a Series 2005-1 Call Notice on or prior to such day, and (y) unless earlier redeemed, will be repaid in full on the Final Maturity of such Extended Note. With respect to each Class of Series 2005-1 Extended Notes, on the applicable principal payment date, in accordance with a certificate or other statement of the Indenture Trustee based upon the related report generated by the Servicer, the Collateral Agent shall withdraw the amount set forth therein as principal payable in respect of the applicable Class of Series 2005-1 Extended Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2005-1 Distribution Account, to be paid to the holders of the Series 2005-1 Extended Notes on such date. On the Determination Date prior to the related Final Maturity, the Indenture Trustee shall notify the Servicer in writing as to the amount of remaining principal outstanding in respect of the applicable Class of Series 2005-1 Extended Notes. On each Final Maturity, in accordance with the related Servicer Report, the Collateral Agent shall withdraw such amount of remaining principal in respect of the applicable Class of Series 2005-1 Extended Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2005-1 Distribution Account, to be paid to the holders of the applicable Class of Series 2005-1 Extended Notes. The remaining entire principal amount (*plus* accrued interest thereon) of all Series 2005-1 Extended Notes of a Class shall be due and payable on the applicable Final Maturity.

(b) With respect to each Class of Series 2005-1 Extended Notes, on the applicable principal payment date, the Paying Agent shall pay *pro rata* to each Extended Noteholder of such Class from the Series 2005-1 Distribution Account the amount deposited therein pursuant to Section 3.4(a) of this Supplement for distribution on such date. On the applicable Final Maturity of each Class of Series 2005-1 Extended Notes, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay *pro rata* to each Extended Noteholder of such Class from the Series 2005-1 Distribution Account the amount deposited therein pursuant to Section 3.4(a) of this Supplement.

(c) The principal in respect of each Series 2005-1 Callable Note called by the Issuer for payment on the Initial Call Date will be payable pursuant to the terms of the Series 2005-1 Depositary Agreement on the related Initial Call Date with funds from the proceeds of the issuance of any Series 2005-1 Short Term Notes and provided therefor pursuant to Section 5.03 of the Security Agreement; *provided, however*, that if such funds are insufficient to repay the face amount of all outstanding Series 2005-1 Notes with a Required Notice Date prior to or on the same date as the Required Notice Date for such Class of Series 2005-1 Callable

Notes, then no principal will be paid in respect of such Class of Series 2005-1 Callable Notes on such date. The principal in respect of any Series 2005-1 Non-Called Note (x) upon one Business Day's prior notice to the Holders of such Series 2005-1 Non-Called Notes and three Business Days' prior notice to DTC and the Indenture Trustee, may be called for payment in whole, but not in part, on the related Subsequent Call Date at the option of the Issuer to the extent of available principal payments on the Series 2005-1 Mortgage Loans, sale and securitization proceeds in respect of the Series 2005-1 Mortgage Loans, sale proceeds in respect of Series 2005-1 Securitization Securities, payments to the Issuer under the Series 2005-1 Interest Rate Swap and proceeds from the issuance of new Series 2005-1 Term Notes and Subordinated Notes (allocated to the Series 2005-1 Program) and new Classes of Series 2005-1 Short Term Notes (and from the Series 2008-1 Collateral to the limited extent stated in the Security Agreement); *provided* that after giving effect to all payments made on such date no outstanding Class of Series 2005-1 Extended Notes has a Required Notice Date on or prior to the Required Notice Date of the Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes being prepaid on such date and all outstanding Classes of Series 2005-1 Callable Notes and Series 2005-1 Non-Called Notes with a Required Notice Date on or prior to the Required Notice Date of the Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes being prepaid on such day have been paid in full on or prior to such day or have been delivered a Series 2005-1 Call Notice on or prior to such day, and (y) unless earlier redeemed, will be repaid in full on the Final Maturity of such Series 2005-1 Non-Called Note. With respect to each Class of Series 2005-1 Non-Called Notes, on the applicable principal payment date (other than any Final Maturity), in accordance with a certificate or other statement of the Indenture Trustee based upon the related report generated by the Servicer, the Collateral Agent shall withdraw the amount set forth therein as principal payable in respect of the applicable Class of Series 2005-1 Non-Called Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2005-1 Distribution Account, to be paid to the holders of such Class of Series 2005-1 Non-Called Notes on such date. On the Determination Date prior to the related Final Maturity for each Class of Series 2005-1 Non-Called Notes, the Indenture Trustee shall notify the Servicer in writing as to the amount of remaining principal outstanding in respect of the applicable Class of Series 2005-1 Non-Called Notes. On each Final Maturity, in accordance with the related Servicer Report, the Collateral Agent shall withdraw such amount of remaining principal in respect of the applicable Class of Series 2005-1 Non-Called Notes from the Collateral Account in accordance with Section 2.01 or 5.03 of the Security Agreement and deposit such amount in the Series 2005-1 Distribution Account, to be paid to the holders of the applicable Class of Series 2005-1 Non-Called Notes. The remaining entire principal amount (*plus* accrued interest thereon) of all Series 2005-1 Non-Called Notes of a Class shall be due and payable on the applicable Final Maturity.

(d) With respect to each Class of Series 2005-1 Non-Called Notes, on the applicable principal payment date, the Paying Agent shall pay *pro rata* to each Non-Called Noteholder of such Class from the Series 2005-1 Distribution Account the amount deposited therein pursuant to Section 3.4(c) of this Supplement for distribution on such date. On the applicable Final Maturity of each Class of Series 2005-1 Non-Called Notes, the Paying Agent shall, in accordance with Section 6.1 of the Base Indenture, pay *pro rata* to each Non-Called Noteholder of such Class from the Series 2005-1 Distribution Account the amount deposited therein pursuant to Section 3.4(c) of this Supplement.

Section 3.5 Series 2005-1 Distribution Account.

(a) Establishment of Series 2005-1 Distribution Account. The Indenture Trustee shall establish and maintain in the name of the Paying Agent for the benefit of the Series 2005-1 Extended Noteholders and the Series 2005-1 Non-Called Noteholders, or cause to be established and maintained, an account (the “Series 2005-1 Distribution Account”), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Series 2005-1 Extended Noteholders and Series 2005-1 Non-Called Noteholders. The Series 2005-1 Distribution Account shall be maintained (i) with a Qualified Institution, or (ii) as a segregated trust account with the corporate trust department of a depository institution or trust company having corporate trust powers and acting as trustee for funds deposited in the Series 2005-1 Distribution Account; *provided* that, if at any time such Qualified Institution is no longer a Qualified Institution or the credit rating of any securities issued by such depository institution or trust company shall be reduced to below “BBB-” by S&P or “Baa3” by Moody’s, then the Indenture Trustee shall, within 30 days of such reduction, establish a new Series 2005-1 Distribution Account with a new Qualified Institution. If the Series 2005-1 Distribution Account is not maintained in accordance with the previous sentence, the Issuer shall establish a new Series 2005-1 Distribution Account, within ten (10) Business Days after obtaining knowledge of such fact, which account complies with such sentence, and shall instruct the Paying Agent in writing to transfer all cash and Eligible Investments from the non-qualifying Series 2005-1 Distribution Account into the new Series 2005-1 Distribution Account. Initially, the Series 2005-1 Distribution Account will be established with the Indenture Trustee.

(b) Administration of the Series 2005-1 Distribution Account. The Indenture Trustee, at the instruction of the Issuer, may instruct the institution maintaining the Series 2005-1 Distribution Account to invest funds on deposit in the Series 2005-1 Distribution Account from time to time in Eligible Investments; *provided, however*, that any such Eligible Investments shall mature not later than the Business Day prior to the Distribution Date or Non-Called Note Distribution Date following the date on which such funds were received, unless any Eligible Investment held in the Series 2005-1 Distribution Account is held with the Paying Agent, then such investment may be payable on demand or mature on such Distribution Date or Non-Called Distribution Date and such funds shall be available for withdrawal on or prior to such Distribution Date or Non-Called Note Distribution Date. All such Eligible Investments will be credited to the Series 2005-1 Distribution Account.

(c) Earnings from Series 2005-1 Distribution Account. All interest and earnings (net of losses (for which the Indenture Trustee shall have no liability) and investment expenses) paid on cash and Eligible Investments on deposit in the Series 2005-1 Distribution Account shall be deemed to be on deposit and available for distribution.

(d) Series 2005-1 Distribution Account Constitutes Additional Collateral for Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes. In order to secure and provide for the repayment and payment of the Issuer’s obligations with respect to the Series 2005-1 Extended Notes and Series 2005-1 Non-Called Notes, the Issuer hereby grants a security interest in and assigns, pledges, grants, transfers and sets over to the Paying Agent, for the ratable benefit of the Series 2005-1 Extended Noteholders and Series 2005-1 Non-Called Notes, all of the Issuer’s right, title and interest in and to the following (whether now or hereafter

existing or acquired): (i) the Series 2005-1 Distribution Account, including any security entitlements thereto; (ii) all funds and Eligible Investments on deposit therein from time to time; (iii) all certificates and instruments, if any, representing or evidencing any or all of the Series 2005-1 Distribution Account or the funds on deposit therein from time to time; (iv) all investments made at any time and from time to time with monies in the Series 2005-1 Distribution Account, whether constituting securities, instruments, general intangibles, investment property, financial assets or other property; (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Series 2005-1 Distribution Account, the funds on deposit therein from time to time or the investments made with such funds; and (vi) all proceeds of any and all of the foregoing, including, without limitation, cash (the items in the foregoing clauses (i) through (vi) are referred to, collectively, as the “Series 2005-1 Distribution Account Collateral”). The Paying Agent shall possess all right, title and interest in all funds on deposit from time to time in the Series 2005-1 Distribution Account and in all proceeds thereof, and shall be the only person authorized to originate entitlement orders in respect of the Series 2005-1 Distribution Account. The Series 2005-1 Distribution Account Collateral shall be under the sole dominion and control of the Paying Agent for the ratable benefit of the Series 2005-1 Extended Noteholders and Series 2005-1 Non-Called Noteholders.

ARTICLE IV

FORM OF SERIES 2005-1 NOTES

Section 4.1 Restricted Global Series 2005-1 Secured Liquidity Notes and Restricted Global Series 2005-1 Callable Notes. The Series 2005-1 Notes will be issued in the forms described in Section 3 of the Series 2005-1 Depositary Agreement, and the Series 2005-1 Secured Liquidity Notes and Series 2005-1 Callable Notes will be sold only (1) initially to institutional accredited investors within the meaning of Regulation D under the Securities Act in reliance on an exemption from the registration requirements of the Securities Act and (2) thereafter to qualified institutional buyers within the meaning of, and in reliance on, Rule 144A under the Securities Act, and shall be subject to all other restrictions on transfer applicable to the Series 2005-1 Notes set forth in Section 2.8 of the Base Indenture.

ARTICLE V

GENERAL

Section 5.1 Optional Repurchase. The Series 2005-1 Notes shall not be subject to repurchase in accordance with Section 6.5 of the Base Indenture.

Section 5.2 Information. The Indenture Trustee, upon the written request of any Series 2005-1 Noteholder and at the Issuer’s expense, shall provide to such Series 2005-1 Noteholder, or its designated agent, copies of all requested information previously furnished to the Indenture Trustee or the Issuer pursuant to the Facility Documents, as such information relates to the Series 2005-1 Notes or the Series 2005-1 Collateral.

Section 5.3 [Reserved].

Section 5.4 Ratification of Base Indenture. As supplemented by this Supplement, the Base Indenture is in all respects ratified and confirmed and the Base Indenture as so supplemented by this Supplement shall be read, taken, and construed as one and the same instrument.

Section 5.5 Counterparts. This Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 5.6 Governing Law. This Supplement shall be construed in accordance with the law of the State of New York (without giving effect to the provisions thereof regarding conflicts of laws), and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such law.

Section 5.7 Amendments. This Supplement may be modified or amended from time to time in accordance with the terms of the Base Indenture.

Section 5.8 Discharge of Indenture. Notwithstanding anything to the contrary contained in the Base Indenture, no discharge of the Indenture pursuant to Section 11.1(b) of the Base Indenture will be effective as to the Series 2005-1 Notes without the consent of the Required Noteholders.

Section 5.9 Notice to Rating Agencies. The Indenture Trustee shall provide to each Rating Agency a copy of each notice, opinion of counsel, certificate, amendment or other item delivered to, or required to be provided by, the Indenture Trustee pursuant to this Supplement or any other Facility Document. The Indenture Trustee shall provide to each Rating Agency notice (of which it has actual knowledge thereof) of whether (1) the short-term rating of any Swap Counterparty has been reduced below "A-1" by S&P or "P-1" by Moody's and (2) an additional Swap Counterparty has entered into an Interest Rate Swap. The Indenture Trustee makes this covenant as a matter of courtesy and accommodation only and shall not be liable to any Person for any failure to comply therewith.

Section 5.10 Action by Direction of Required Noteholders. Subject to Section 10.1 of the Base Indenture, the Indenture Trustee agrees that, so long as no Event of Default shall have occurred and be continuing with respect to any Series of Notes other than the Series 2005-1 Notes, it shall not exercise any rights or remedies available to it as a result of the occurrence of an Event of Default with respect to the Series 2005-1 Notes until the Indenture Trustee has obtained the direction of the Required Noteholders.

Section 5.11 Credit Amount Percentage. The "Credit Amount Percentage" with respect to the Series 2005-1 Notes shall be 3.857%.

Section 5.12 Series Program Size. The "Series Program Size" with respect to the Series 2005-1 Notes initially shall be \$500,000,000 (as such size may be increased or decreased following the Effective Date in accordance with the following paragraph).

The Issuer may increase or decrease the Series Program Size with respect to the Series 2005-1 Notes by the delivery of a written notification to such effect to the Indenture Trustee, the Seller, the Servicer, and the Series 2005-1 Swap Counterparty (with a copy to the Series 2008-1 Swap Counterparty); *provided, however*, that no increase in such Series Program Size may be made unless after giving effect to such increase (i) the maximum aggregate notional amount of the Series 2005-1 Interest Rate Swap shall be at least equal to the Series 2005-1 Program Size and (ii) the Issuer shall obtain written confirmation from each of the Rating Agencies that such increase shall not cause the reduction or withdrawal of any rating on the Series 2005-1 Notes.

Section 5.13 Non-Petition Agreement. The Issuer shall cause each party to the Facility Documents and each party to any other document incidental or related to any Facility Document (other than the Manager and the Person acting as “Special Member” of the Issuer under the LLC Agreement), to covenant and agree that it shall not, prior to the date which is one year and one day (or if longer, the applicable preference period then in effect) after the payment in full of the latest maturing Note, acquiesce, petition or otherwise, directly or indirectly, invoke or cause the Issuer to invoke the process of any governmental authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Issuer. This Section 5.13 shall survive the termination of this Supplement.

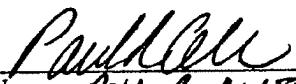
Section 5.14 Protections Under Base Indenture. LaSalle Bank National Association, as Paying Agent and Calculation Agent hereunder, shall have all of the protections, rights, privileges, immunities and benefits, including, without limitation, indemnification, of the Indenture Trustee under the Base Indenture.

Section 5.15 No Recourse. The obligations of the Issuer under this Supplement are solely the obligations of the Issuer. No recourse shall be had for the payment of any amount owing in respect of any fee hereunder or any other obligation or claim arising out of or based upon this Supplement or any other Facility Document against any employee, officer, trustee, settlor, affiliate, agent or servant of the Issuer. Fees, expenses or costs payable by the Issuer hereunder shall be payable by the Issuer only on a Distribution Date and only to the extent that funds are then available or thereafter become available for such purpose pursuant to the Base Indenture. This Section 5.15 shall survive the termination of this Supplement.

IN WITNESS WHEREOF, the Issuer, the Indenture Trustee and the Paying Agent have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

OCALA FUNDING, LLC

By: Taylor, Bean & Whitaker Mortgage Corp.,
as Manager

By: 
Name: PAUL R ALLEN
Title: CEO

LASALLE BANK NATIONAL
ASSOCIATION,
as Indenture Trustee

By: _____
Name:
Title:

LASALLE BANK NATIONAL
ASSOCIATION,
as Paying Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Issuer, the Indenture Trustee and the Paying Agent have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

OCALA FUNDING, LLC

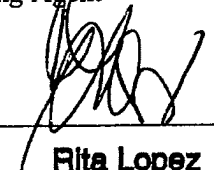
By: Taylor, Bean & Whitaker Mortgage Corp.,
as Manager

By: _____
Name:
Title:

LASALLE BANK NATIONAL
ASSOCIATION,
as Indenture Trustee

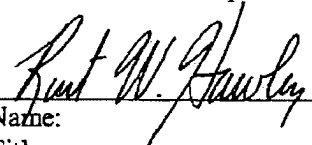
By:  _____
Name: **Rita Lopez**
Title: **Vice President**

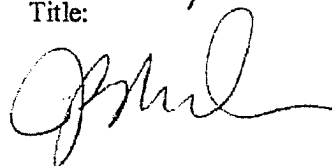
LASALLE BANK NATIONAL
ASSOCIATION,
as Paying Agent

By:  _____
Name: **Rita Lopez**
Title: **Vice President**

Acknowledged and consented to:

BNP PARIBAS,
as Series 2005-1 Swap Counterparty

By:  **ROBERT W. HAWLEY**
Name: Head of Fixed Income Au...
Title:



JANE SHANBHAG
Authorized Signatory

EXHIBIT A-1

FORM OF SERIES 2005-1 SECURED LIQUIDITY NOTE

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

CORPORATE COMMERCIAL PAPER – MASTER NOTE

(Date of Issuance)

("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by _____ ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS
MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

(Paying Agent)

(Issuer)

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)

(Guarantor)

By: _____
(Authorized Signature)



*The Depository Trust &
Clearing Corporation*

(Reverse Side of Note)

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

FORM OF SERIES 2005-1 CALLABLE NOTE

The Depository Trust Company
A subsidiary of The Depository Trust & Clearing Corporation

CORPORATE COMMERCIAL PAPER – MASTER NOTE

(Date of Issuance)

("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by _____ ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS
MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

(Paying Agent)

(Issuer)

By: _____
(Authorized Countersignature)

By: _____
(Authorized Signature)

(Guarantor)

By: _____
(Authorized Signature)



**The Depository Trust &
Clearing Corporation**

(Reverse Side of Note)

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.