SERVICING AGREEMENT

by and between

ANB VENTURE, LLC

and

KINGSTON MANAGEMENT SERVICES LLC

Dated as of January 12, 2009

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND CONSTRUCTION 1
Section 1.01 Definitions 1

ARTICLE II SERVICING OBLIGATIONS OF THE SERVICER 9
Section 2.01 Appointment and Acceptance as Servicer 9
Section 2.02 Limited Power of Attorney 9
Section 2.03 Servicing Fee 9
Section 2.04 Servicing Obligations and Servicing Standard 9
Section 2.05 Collection Account 10
Section 2.06 Escrow Accounts 10
Section 2.07 Other Accounts 10
Section 2.08 Maintenance of Insurance Policies; Errors and Omissions and Fidelity Coverage 11
Section 2.09 Expenses 11
Section 2.10 Insured or Guaranteed Loans 11

ARTICLE III LOAN DEFAULTS; ACQUISITION OF COLLATERAL 12
Section 3.01 Delinquency Control 12
Section 3.02 Discretion of the Company in Responding to Defaults of Borrower 12
Section 3.03 Acquisition of Acquired Collateral 12

ARTICLE IV SUBSERVICING 12
Section 4.01 Retention of Subservicer 12
Section 4.02 Subservicing Agreement Requirements 13
Section 4.03 Servicer Liable for Subservicers 14
Section 4.04 Company Approval Required 14

ARTICLE V REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SERVICER 15
Section 5.01 Representations and Warranties 15
Section 5.02 Reporting, Books and Records and Compliance Covenants 16
Section 5.03 Audits 17
Section 5.04 No Liens 18
Section 5.05 Servicer's Duty to Advise; Delivery of Certain Notices 18
Section 5.06 Notice of Breach 18

ARTICLE VI PARTICIPANT CONSENT 18
Section 6.01 Actions Requiring Participant Consent 18
Section 6.02 Participant Approval Required; Amendments, Modification and Waivers 19

ARTICLE VII DEFAULTS; TERMINATION; TERMINATION WITHOUT CAUSE 19
Section 7.01 Defaults 19
Section 7.02 Termination with Cause 20

Section 7.03 Termination Without Cause 21
Section 7.04 Effective Date 21
Section 7.05 Accounting 21

ARTICLE VIII INDEPENDENCE OF PARTIES; INDEMNIFICATION 22
Section 8.01 Independence of Parties 22
Section 8.02 Indemnification 22
Section 8.03 Procedure for Indemnification 22

ARTICLE IX NOTICES 23

ARTICLE X GOVERNING LAW; JURISDICTION 24
Section 10.01 Governin g Law 24
Section 10.02 Ju risdiction; Venue and Service 24
Section 10.03 Waiver of Jur y Trial 24

ARTICLE XI MISCELLANEOUS 25
Section 11.01 No Assignment b y Servicer; No Transfer of Ownership Interests in Servicing Rights 25
Section 11.02 L egal Fees 25
Section 11.03 Entire A greement 25
Section 11.04 Counterparts; Fa csimile Signatures 25
Section 11.05 Headin gs 25
Section 11.06 Construction 26
Section 11.07 Compliance with Law 26
Section 11.08 Severabilit y 26
Section 11.09 Third Part y Beneficiary 27
Section 11.10 Protection of Confide ntial Information 27
Section 11.11 Time of Essence 27
Section 11.12 No Presumption 27
Section 11.13 No Right of Setoff 27

SCHEDULES AND EXHIBITS

Exhibits

Exhibit A	Loan Schedule
Exhibit B	Fee Schedule

Schedules

Schedule 1	Servicing Obligations
Schedule 2	Reimbursement of Servicer Advances
Schedule 3	Termination Without Cause
Schedule 4	Form of Electronic Report on the Loans and Collateral[1]

[1] Shall be inserted as Exhibit at such point in time as the identical Exhibit for Loans and Collateral attached to the Participation Agreement is complete.

SERVICING AGREEMENT

THIS SERVICING AGREEMENT (as the same shall be amended or supplemented, this "**Agreement**") is made and entered into as of the 12th day of January, 2009, by and between ANB VENTURE, LLC, a Delaware limited liability company (including its successors and assigns, "**Company**"), and Kingston Management Services LLC, a Nevada limited liability company (including those of its successors and assigns as are expressly permitted pursuant to this Agreement, the "**Servicer**").

RECITALS

WHEREAS, the Company owns the Loans (as defined below) described on the Loan Schedule attached hereto as **Exhibit A** (the "**Loan Schedule**"); and

WHEREAS, the Company is obligated to service and manage the Loans and related Collateral (as defined below) pursuant to that certain Participation and Servicing Agreement (the "**Participation Agreement**") dated as of the 12th day of January, 2009, by and between the Company and the Federal Deposit Insurance Corporation (the "**FDIC**"), as receiver ("**Receiver**") for ANB Financial, N.A., including its successors and assigns, ("**Participant**"); and

WHEREAS, the Company and the Servicer desire that the Servicer service and administer the Loans and Collateral on behalf of the Company in a manner that is, at all times, consistent with the requirements of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and the Servicer hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. For purposes of this Agreement, the following terms shall have the meanings and definitions hereinafter respectively set forth in this **Section 1.01**.

"**Acceptable Rating**" shall mean any of the top three rating categories that may be assigned to any security, obligation or entity by the Rating Agencies.

"**Acquired Collateral**" shall mean Collateral to which title is acquired by or on behalf of the Company or any other ownership entity by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the Uniform Commercial Code, in any such case in accordance with the Loan Documents and this Agreement.

"**Affiliate**" shall mean, with respect to any specified Person, (i) any other Person directly or indirectly controlling or controlled by or under common control with such specified Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities, voting equity interests, or beneficial interests of the Person specified, (iii) any officer,

director, partner, member, trustee, employee or promoter of the Person specified or any Immediate Family Member of such officer, director, partner, member, trustee, employee or promoter, (iv) any corporation, partnership, limited liability company or trust for which any Person referred to in clause (ii) or (iii) acts in that capacity, or (v) any Person who is an officer, director, general partner, managing member, trustee or holder of 10% or more of outstanding voting securities, voting equity interests or beneficial interests of any Person described in clauses (i) through (iv). Notwithstanding the foregoing, for purposes of this Agreement, Participant shall not be deemed to be an Affiliate of either the Company or any Affiliate of the Company. For the purposes of this definition, the term "**control**" (including the phrases "**controlled by**" and "**under common control with**") when used with respect to any specified Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise. In addition to the foregoing, references to the term "Affiliates" include, with respect to any specified Person, only such other Persons which from time to time constitute Affiliates of such specified Person, and do not include, at any particular time, other Persons that may have been, but at such time have ceased to be, "Affiliates" of such specified Person, except to the extent that any such reference specifically provides otherwise.

"**Agreement**" shall have the meaning given in the preamble and shall include all exhibits and schedules, all of which are incorporated into and made a part of this Agreement.

"**Authorized Funding Draw**" shall mean any principal advance with respect to a Loan listed, up to the maximum aggregate amount of principal advances set forth in the column of the Loan Schedule entitled "Maximum Authorized Funding Draw"), including any such advances made by Participant prior to the Servicing Transfer Date; provided, however, that (i) if required by applicable Law or if otherwise deemed necessary by the Servicer in accordance with instructions from the Company, an endorsement to the title policy insuring the Loan, which endorsement shall be in form and content acceptable to the Servicer in accordance with instructions from the Company, is obtained that (a) brings down the effective date of the title policy to the date on which the applicable Authorized Funding Draw it covers is made, (b) increases the liability limit of the title policy by an amount equal to the principal amount of such Authorized Funding Draw, and (c) contains no new exceptions to title; (ii) notwithstanding the Servicing Standard, the Servicer in accordance with instructions from the Company shall make or permit an Authorized Funding Draw if the Unpaid Principal Balance of the Loan exceeds the value of the Collateral only if the Servicer in accordance with instructions from the Company determines, in its reasonable judgment, that the Borrower is reasonably likely to be able to repay the Loan or that the making of the Authorized Funding Draw is in the best interests (in terms of maximizing the value of the Loan) of the Company and Participant; and (iii) such advance is made in accordance with the terms of the Loan and the Loan Documents, provided however, if any term with respect to the Loan or the Loan Documents precludes such advance in the event of a Borrower default, such term may be waived if the Servicer, in accordance with instructions from the Company, or the Company determines, in its reasonable judgment, that such waiver is in the best interests of the Company and Participant in terms of maximizing the value of the Loan.

"**Borrower**" shall mean the borrower with respect to a Loan.

"**Borrower Reimbursable Costs**" shall mean, collectively, (i) any and all out-of-pocket fees, costs, expenses and indemnified amounts which a Borrower is obligated to pay to any Person or to reimburse to the lender pursuant to the applicable Note or any other Loan Documents, including Escrow Advances, and (ii) any and all reasonable out-of-pocket expenses necessary to protect or preserve the value of the Collateral securing a Loan or the priority of the Liens and security interests created by the Loan Documents relating thereto, including taxes, insurance premiums (including forced place insurance premiums), payment of ground rent, the costs of prevention of waste, repairs and maintenance, foreclosure expenses, and legal fees and expenses relating to foreclosure or other litigation with respect to the Loans; provided, however, that Borrower Reimbursable Costs shall not include (w) Authorized Funding Draws; (x) overhead or administrative costs incurred by the Servicer or any other Person, or (y) servicing, management or similar fees paid to the Servicer or any other Person.

"**Business Day**" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Washington, D.C. or United States federal government offices are required or authorized by Law to close.

"**Collateral**" shall mean any and all real or personal property, whether tangible or intangible, securing or pledged to secure a Loan, including any account, equipment, guarantee or contract right, or other interest that is the subject of any Collateral Document, and as the context requires, includes Acquired Collateral.

"**Collateral Document**" shall mean all pledge agreements, security agreements, personal or corporate guaranties, deeds of trust, mortgages, contracts for the sale of real property, assignments, collateral agreements or other agreements or documents of any kind, whether originals or copies, whether similar to or different from those enumerated, securing in any manner the performance or payment by any Borrower of its obligations or the obligations of any other Borrower under any of the Loans or Notes evidencing the Loans.

"**Collection Account**" shall have the meaning given in **Section 2.05**.

"**Company**" shall have the meaning given in the preamble.

"**Custodian**" shall mean Wells Fargo Bank, N.A.

"**Default**" shall have the meaning given in **Section 7.01**.

"**Eligible Account**" shall mean a segregated trust or custodial account or accounts established and maintained with an Eligible Institution, each of which shall be entitled for the benefit of the Company and Participant as required by **Article II.**

"**Eligible Institution**" shall mean a Person that is not an Affiliate of the Company and that is a federally insured depository institution that is well capitalized; provided that an Affiliate of the Company may be deemed to be an Eligible Institution if the FDIC provides a written consent (which may be withheld in the FDIC's sole and absolute discretion), which consent may be withdrawn by the FDIC upon written notification to the Company, in which case such Affiliate of the Company shall no longer constitute an Eligible Institution as of the receipt of

such notice and any accounts maintained pursuant to this Agreement at such institution shall be moved to an Eligible Institution within three (3) Business Days after the receipt of such notice.

"**Effective Date**" shall mean January 12, 2009.

"**Environmental Hazards**" shall mean the presence at, in or under any real property constituting part of the Collateral (whether held in fee simple estate or subject to a ground lease, or otherwise, and including any improvements whether by buildings or facilities, and any personal property, fixtures, leases and other property or rights pertaining thereto) of any "hazardous substance," as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601(14), or any petroleum (including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure), at a level or in an amount that requires remediation or abatement under applicable environmental Law.

"**Escrow Account**" shall have the meaning given in **Section 2.06**.

"**Escrow Advance**" shall mean any advance made to pay taxes or insurance premiums or any other cost or expense that, but for a shortfall in the Borrower's escrow account, is payable using funds in the Borrower's escrow account.

"**Failed Bank**" shall mean ANB Financial, N.A.

"**Fannie Mae**" shall mean Federal National Mortgage Association of the United States, or any successor thereto.

"**FDIC**" shall mean the Federal Deposit Insurance Corporation, in any capacity, or any successor thereto.

"**Fee Schedule**" shall mean **Exhibit B**, as the same may be amended from time to time by the Company and the Servicer without the consent of Participant.

"**GAAP**" shall mean United States generally accepted accounting principles as in effect from time to time.

"**Governmental Authority**" shall mean any United States or non-United States national, federal, state, local, municipal or provincial or international government or any political subdivision of any governmental, regulatory or administrative authority, agency or commission, or judicial or arbitral body.

"**Guarantors**" shall mean, collectively, the guarantors of all or any portion of any Loan or all or any of any Borrower's obligations set forth and described in the Loan Documents.

"**Immediate Family Member**" shall mean, with respect to any individual, his or her spouse, parents, parents-in-law, descendents, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children (whether natural or adopted), children-in-law, grandchildren and grandchildren-in-law.

"**Indemnified Parties**" shall have the meaning given in **Section 8.02**.

"**Insolvency Event**" shall mean, with respect to any specified Person, the occurrence of any of the following events:

(1) the specified Person makes an assignment for the benefit of creditors;

(2) the specified Person files a voluntary petition for relief in any Insolvency Proceeding;

(3) the specified Person is adjudged bankrupt or insolvent or there is entered against the specified Person an order for relief in any Insolvency Proceeding;

(4) the specified Person files a petition or answer seeking for the specified Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law;

(5) the specified Person seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the specified Person or of all or any substantial part of the specified Person's properties;

(6) the specified Person files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the specified Person in any proceeding described in clauses (1) through (5);

(7) the specified Person becomes unable to pay its obligations as they become due, or the sum of such specified Person's debts is greater than all of such Person's property, at a fair valuation; or

(8) within ninety (90) days of any proceeding against the specified Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law if the proceeding has not been dismissed, or within ninety (90) days after the appointment of a trustee, receiver or liquidator for the specified Person or all or any substantial part of the specified Person's properties without the specified Person's agreement or acquiescence, which appointment is not vacated or stayed, or if the appointment is stayed, for ninety (90) days after the expiration of the stay if the appointment is not vacated.

"**Insolvency Proceeding**" shall mean any proceeding under Title 11 of the United States Code (11 U.S.C. §§101, *et seq.*) or any proceeding under the Law of any jurisdiction involving any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief.

"**Interest Rate**" shall mean the rate at which the outstanding principal balance of a Loan bears interest, as more particularly set forth in a Note, including, without limitation, any default interest rate, if applicable.

"**Law**" shall mean any applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order (including any executive order) of any Governmental Authority.

"**Lien**" shall mean any pledges, security interests, charges, restrictions on or conditions to transfer, voting or exercise or enjoyment of any right or beneficial interest, options, rights of first refusal and other liens, claims or encumbrances of any nature whatsoever.

"**Loan**" shall mean any loan or Loan Participation listed on the Loan Schedule and any loan or Loan Participation into which any such listed loan is refinanced, including participation interests and co-lending interests in any listed loans, as applicable, and includes with respect to each such loan or Loan Participation: (i) any obligation evidenced by a Note; (ii) all rights, powers or Liens of the Company in or under the Collateral Documents; (iii) any contract for deed or installment land contract and the real property which is subject to any such contract for deed or installment land contract; and (iv) any lease and the related leased property.

"**Loan Documents**" shall mean all documents, agreements, certificates, instruments and other writings (including all Collateral Documents) now or hereafter executed by or delivered or caused to be delivered by any Borrower, any Guarantors or any other obligor evidencing, creating, guaranteeing or securing, or otherwise executed or delivered in respect of, all or any part of a Loan or evidencing any transaction contemplated thereby, and all Modifications thereto.

"**Loan Participation**" shall mean any asset subject to a shared credit, participation or similar inter-creditor agreement under which the Failed Bank or the Receiver was the lead or agent financial depository institution or otherwise managed or held the credit or sold participations, or under which the Failed Bank or the Receiver was a participating financial depository institution or purchased participations in a credit managed by another Person.

"**Loan Participation Agreement**" shall mean an agreement under which the Failed Bank or Receiver was lead or agent financial depository institution or otherwise managed or held a shared credit, or sold participations, or under which the Failed Bank or the Receiver was a participating financial depository institution or purchased participations in a credit managed by another Person.

"**Loan Proceeds**" shall mean (i) any and all proceeds (net of such proceeds as are payable to others under any Loan Participation Agreement) with respect to any or all of the Loans and any or all of the Collateral that is received at any time after the Servicing Transfer Date, including principal, interest, prepayment fees, premiums and charges, extension and exit fees, late fees, assumption fees, other fees and charges, insurance proceeds and condemnation payments (or any portion thereof) that are not used and disbursed to repair, replace or restore the related Collateral in accordance with the terms of the Loan Documents, proceeds from sales or other dispositions of any or all of the Loans or the Collateral, any proceeds from making a draw under any letter of credit or certificate of deposit held with respect to any Loan, provided that such draw is permitted by the terms of the Loan Documents, and any recoveries of Receiver Advances or other recoveries from Borrowers or Guarantors of any kind or nature with respect to the Loans, and (ii) any interest or other earnings accrued and paid on any of the foregoing while held in the Collection Account or any Other Accounts.

"**Loan Schedule**" shall have the meaning given in the first Recital of this Agreement and as set forth in **Exhibit A**.

"**Modification**" shall mean any extension, renewal, substitution, replacement, supplement, amendment or modification of any agreement, certificate, document, instrument or other writing, whether or not contemplated in the original agreement, document or instrument.

"**Mortgaged Property**" shall mean the fee simple interest in real property, together with improvements thereto and any fixtures, leases and other real or personal property securing the related Note.

"**Note**" shall mean each note or promissory note, lost instrument affidavit, loan agreement, shared credit or participation agreement, intercreditor agreement, reimbursement agreement, any other evidence of indebtedness of any kind, or any other agreement, document or instrument evidencing a Loan, and all Modifications to the foregoing.

"**Other Accounts**" shall have the meaning given in **Section 2.07**.

"**Participant**" shall have the meaning given in the second Recital of this Agreement.

"**Participation Agreement**" shall have the meaning given in the second Recital of this Agreement.

"**Person**" shall mean any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

"**Post-Acquisition Costs**" shall mean, collectively, any and all reasonable out-of-pocket fees, costs, expenses and indemnified amounts incurred from and after acquisition of Acquired Collateral, including any and all direct expenses related to the preservation, operation, demolition, management and sale of the Acquired Collateral; provided, however, that Post-Acquisition Costs shall not include (x) overhead or administrative costs incurred by the Company or any other Person, or (y) servicing management or similar fees paid to any Servicer or any other Person.

"**Qualified Servicer**" shall mean any Person that (i) is properly licensed, if a license is required, and qualified to conduct business in each jurisdiction in which such licenses and qualifications to conduct business are necessary for the servicing of the Loans and management of the Collateral and the Acquired Collateral, (ii) has the management capacity and experience to service loans of the type held by the Company, especially performing and non-performing construction loans secured by residential or commercial properties, including the number and types of loans serviced, and the ability to track, process and post payments, to furnish tax reports to borrowers, to monitor construction, and to approve and disburse construction draws, and (iii) either (x) has an Acceptable Rating as a mortgage loan servicer or special servicer or (y) is an FDIC-insured depository institution or an Affiliate of an FDIC-insured depository institution, and (iv) in the case of any mortgage loan servicer or special servicer that does not have an

Acceptable Rating, is acceptable to and approved by Participant (such approval not to be unreasonably withheld, delayed or conditioned).

"**Rating Agencies**" shall mean each of Moody's Investors Service, Inc., Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., Fitch IBCA, Inc. and such other rating agencies as are nationally recognized.

"**Receiver**" shall have the meaning given in the second Recital of this Agreement.

"**Servicer Advances**" shall mean (a) advances made by or on behalf of the Servicer to fund Borrower Reimbursable Costs or Post-Acquisition Costs, but shall not include, without the prior written consent of the Company (in the Company's sole and absolute discretion), any such advances for fees, costs, expenses or indemnified amounts (i) that are not incurred in accordance with the Servicing Standard, or (ii) except as is otherwise expressly permitted pursuant to this Agreement, that are paid to any Affiliate of the Servicer, a Subservicer or any Affiliate of any Subservicer, or (iii) that are incurred to pay fees or other compensation to or expenses of financial advisers; (b) fees and expenses of the Custodian; (c) Authorized Funding Draws; and (d) to the extent not covered by any of clauses (a) through (c), any and all legal fees and expenses (including judgments, settlements and reasonable attorneys' fees) incurred by the Servicer in its defense of claims asserted against the Company that (x) relate to one or more Loans, and (y) arise out of the acts or omissions of the Failed Bank or the Receiver in connection with the origination or servicing of such Loans prior to the Servicing Transfer Date.

"**Servicer Remittance Date**" shall mean the 10th day of each month, unless the Company and the Servicer agree on another date. If such day is not a Business Day, the Servicer Remittance Date shall be the immediately preceding Business Day.

"**Servicing Fee**" shall have the meaning given in **Section 2.03** and as set forth in **Exhibit B**.

"**Servicing Obligations**" shall have the meaning given in **Section 2.04** and as set forth in **Schedule 1**.

"**Servicing Standard**" shall have the meaning given in **Section 2.04**.

"**Servicing Transfer Date**" shall be February 4, 2009, or such other date as is agreed to by the Servicer and the Company.

"**Site Assessment**" shall have the meaning given in **Section 3.03**.

"**Subservicer**" shall have the meaning given in **Section 4.01**.

"**Subservicing Agreement**" shall have the meaning given in **Section 4.02**.

"**Termination Notice**" shall mean any written notice of termination required pursuant to **Article VII**.

"**Uniform Commercial Code**" shall mean, with respect to each discrete element or category of the personal property Collateral, the Uniform Commercial Code in effect in the applicable jurisdiction, as the same may be amended from time to time.

"**Unpaid Principal Balance**" shall mean, at any time, an amount equal to the then aggregated outstanding principal balance of the Loans and, for each Loan with respect to which some or all of the related Collateral has been converted to Acquired Collateral and, until such time as the Acquired Collateral (or any portion thereof) is liquidated, the unpaid principal balance of the related Loan (adjusted pro rata for partial collateral sales, debt forgiveness or retained indebtedness) at the time at which such Loan was converted to Acquired Collateral plus any outstanding balance remaining on such Loan which is evidenced by a modification agreement or a replacement or successor promissory note executed by the Borrower.

ARTICLE II
SERVICING OBLIGATIONS OF THE SERVICER

Section 2.01 Appointment and Acceptance as Servicer. Effective as of the date hereof, the Company appoints the Servicer to service and administer the Loans and any Collateral on behalf of and as an agent of the Company.

Section 2.02 Limited Power of Attorney. The Company hereby grants to the Servicer a limited power of attorney to execute all documents on its behalf in accordance with the Servicing Standard set forth below and as may be necessary to effectuate the Servicer's obligations under this Agreement until such time as the Company revokes said limited power of attorney. Revocation of the limited power of attorney shall take effect upon: (i) the receipt by the Servicer of written notice thereof from or on behalf of the Company, or (ii) termination of this Agreement pursuant to **Article VII**.

Section 2.03 Servicing Fee. As consideration for servicing the Loans, on each Servicer Remittance Date, the Servicer shall be paid such monthly servicing fee as is set forth on the Fee Schedule (the "Servicing Fee").

Section 2.04 Servicing Obligations and Servicing Standard. The Servicer shall take such actions in connection with the servicing, administration, management and disposition of the Loans and Collateral as are set forth on **Schedule 1** (as the same may be amended from time to time by the Company and the Servicer without Participant's consent) (the "**Servicing Obligations**"). The Servicer shall be obligated to service the Loans and the Collateral in accordance with the provisions of this **Section 2.04** and (i) in the best interests and for the benefit of the Company, (ii) in accordance with the terms of the Loans (and related Loan Documents), (iii) in accordance with the terms of this Agreement (including this **Article II**), (iv) in accordance with all applicable Law, and, (v) to the extent consistent with the foregoing terms, in the same manner in which a prudent servicer would service and administer similar loans and in which a prudent servicer would manage and administer similar properties for its own portfolio or for other Persons, whichever is higher, but using no less care and diligence than would be customarily employed by a prudent servicer following customary and usual standards of practice of prudent mortgage lenders, loan servicers and asset managers servicing, managing and administering similar loans and properties on an arms' length basis (collectively, the "**Servicing**

Standard"). The Servicer shall perform its Servicing Obligations without regard to (i) any relationship that the Servicer, the Company or any Subservicer or any of their respective Affiliates may have to any Borrower, Guarantor or other obligor or any of their respective Affiliates, including any other banking or lending relationship, (ii) the Servicer's or any Subservicer's obligation to make disbursements and advances with respect to the Loans and Collateral, (iii) any relationship that any Subservicer or any of its Affiliates may have to each other or the Servicer or any of its Affiliates (other than the contractual relationship evidenced by this Agreement or any Subservicing Agreement), (iv) any relationship that the Servicer or any of its Affiliates may have to the Company or any of its Affiliates (other than the contractual relationship evidenced by this Agreement), and (v) the Servicer's or any Subservicer's right to receive compensation (including the Servicing Fee) for its services under this Agreement or any Subservicing Agreement.

Section 2.05 Collection Account. Except as otherwise directed by the Company:

(a) on or prior to the Servicing Transfer Date, the Servicer shall establish and maintain one or more Eligible Accounts, each of which shall be entitled in trust for the benefit of the Company and Participant and shall be for the purpose of holding and distributing the Loan Proceeds (the "**Collection Account**"); the Servicer shall deposit into the Collection Account all Loan Proceeds on a daily basis; no funds from any other source (other than interest or earnings on the Loan Proceeds) shall be commingled in the Collection Account; or

(b) the Servicer shall remit all amounts on deposit in the Collection Account to the Company by the Servicer Remittance Date of each month; or

(c) any and all amounts on deposit in (or that are required to have been deposited into) the Collection Account (including interest and earnings thereon) shall be withdrawn and disbursed strictly in accordance with this Agreement; or

(d) any and all amounts due the Company under this Agreement shall be remitted by wire transfer, in immediately available funds to such account or accounts as the Company may, from time to time, direct.

Section 2.06 Escrow Accounts. Except as otherwise directed by the Company, the Servicer shall establish and maintain one or more Eligible Accounts, each of which shall be entitled in trust for the benefit of the Company and Participant ("**Escrow Account**"). Except as otherwise directed by the Company, the Servicer shall deposit into the Escrow Account on a daily basis all collections from the Borrowers for the payment of taxes, assessments, hazard insurance premiums, and comparable items for the account of the Borrowers and the Servicer shall pay to the Borrowers interest on funds in Escrow Accounts to the extent required by law.

Section 2.07 Other Accounts. Except as otherwise directed by the Company, the Servicer shall establish and maintain such other Eligible Accounts as may be directed by the Company, each of which shall be entitled in trust for the benefit of the Company and Participant, and shall be funded and disbursed only in accordance with such instructions as are provided by the Company ("**Other Accounts**").

Section 2.08 Maintenance of Insurance Policies; Errors and Omissions and Fidelity Coverage.

(a) The Servicer and each Subservicer shall cause to be maintained for the Collateral (including any Acquired Collateral) from an insurer reasonably acceptable to the Company for each Loan with respect to which the Borrower has failed to maintain required insurance, fire, hurricane, flood and hazard insurance with extended coverage as is customary in the area in which the Collateral is located and in such amounts and with such deductibles as, from time to time, is directed by the Company.

(b) The Servicer and each Subservicer shall at all times maintain in effect a blanket fidelity bond and an errors and omissions insurance policy affording, in each case, coverage with respect to all officers, directors, employees and other Persons acting on behalf of the Servicer or the Subservicer, as applicable, and covering errors and omissions in the performance of the Servicer's or the Subservicer's, as applicable, obligations under this Agreement or any Subservicing Agreement. The errors and omissions insurance policy and the fidelity bond shall be in such form and amount that would meet the requirements of Fannie Mae if Fannie Mae were the purchaser of the Loans, as appropriate. The Servicer and each Subservicer shall provide the Company with certificates evidencing such coverage.

(c) Copies of fidelity bonds and insurance policies required to be maintained pursuant to this **Section 2.08** shall be made available to the Company and its representatives upon request.

Section 2.09 Expenses. Except as otherwise directed by the Company, the Servicer shall use its reasonable best efforts to recover from Borrowers and Guarantors all Borrower Reimbursable Costs that are Servicer Advances. All such Borrower Reimbursable Costs not recovered from Borrowers or Guarantors and all other Servicer Advances shall be reimbursed only in accordance with the terms set forth on **Schedule 2,** as the same may be amended from time to time by the Company and the Servicer without the Participant's consent. In the event the Servicer is reimbursed for any expense that is not, or cannot be documented as, a Servicer Advance, in the reasonable determination of the Company, the Servicer shall be obligated to refund such amounts to the Company on the Service Remittance Date immediately following the Servicer's receipt of notice from the Company requesting the same. No Servicer Advances shall bear interest chargeable in any way to the Company or deductible from any Loan Proceeds.

Section 2.10 Insured or Guaranteed Loans. If any Loans being serviced pursuant to this Agreement are insured or guaranteed by any Governmental Authority, the Servicer acknowledges and agrees that if the Company so directs pursuant to the Servicing Obligations set forth with respect to such Loans, it shall take any and all actions as may be necessary to insure such insurance or guarantees remain in full force and effect. The Servicer acknowledges and agrees that, upon assumption of the Servicing Obligations with respect to the Loans pursuant to this Agreement, it agrees to fulfill all of the Company's obligations under the contracts of insurance or guaranty.

ARTICLE III
LOAN DEFAULTS; ACQUISITION OF COLLATERAL

Section 3.01 Delinquency Control. Except as otherwise directed by the Company, the Servicer shall maintain a collection department that substantially complies with the Servicing Standard and protect the Company's investment in the Loans in accordance with the Servicing Standard with Borrowers who are delinquent or in default.

Section 3.02 Discretion of the Company in Responding to Defaults of Borrower. Upon the occurrence of an event of default under any of the Loan Documents, but subject to the other terms and conditions of this Agreement, including the Servicing Obligations of the Servicer and such direction as the Company may otherwise provide that is consistent with the Servicer's compliance with the Servicing Standard, the Servicer shall cause to be determined the response to such default and course of action with respect to such default, including (a) the selection of attorneys to be used in connection with any action, whether judicial or otherwise, to protect the respective interests of the Company and Participant in the Loan and the Collateral, (b) the declaration and recording of a notice of such default and the acceleration of the maturity of the Loan, (c) the institution of proceedings to foreclose the Loan Documents securing the Loan pursuant to the power of sale contained therein or through a judicial action, (d) the institution of proceedings against any Guarantor, (e) the acceptance of a deed in lieu of foreclosure, (f) the purchase of the real property Collateral at a foreclosure sale or trustee's sale or the purchase of the personal property Collateral at a Uniform Commercial Code sale, and (g) the institution or continuation of proceedings to obtain a deficiency judgment against such Borrower or any Guarantor and the collection on such judgment.

Section 3.03 Acquisition of Acquired Collateral. Any acquisition of Collateral shall conform with the terms and conditions of this Agreement (including the Servicing Obligations of the Servicer). With respect to any Loan as to which the Servicer has received actual notice of, or has actual knowledge of, any Environmental Hazard with respect to the related Mortgaged Property, the Servicer shall immediately provide written notice of same to the Company. In addition, if the Company so directs, the Servicer shall cause to be commissioned with respect to such Mortgaged Property (i) a Transaction Screen Process consistent with ASTM Standard E 1528-06, by an environmental professional or (ii) such other site inspects and assessments, whether there are any actual or threatened Environmental Hazards (a "**Site Assessment**") prepared by a Person who regularly conducts environmental audits using customary industry standards. Except as otherwise directed by the Company, the Servicer or any Subservicer shall not acquire or otherwise cause the Company or other ownership entity to acquire all or any portion of such Collateral having any actual or threatened Environmental Hazards by foreclosure, deed in lieu of foreclosure, power of sale or sale pursuant to the Uniform Commercial Code or otherwise.

ARTICLE IV
SUBSERVICING

Section 4.01 Retention of Subservicer. The Servicer may engage or retain subservicers, including Affiliates of the Servicer (individually and collectively, "**Subservicer**"), as it may deem necessary and appropriate, provided that any Subservicer meets the requirements set forth

in clause (i), (iv) and (v) and, to the extent applicable to the services to be performed by such Subservicer, clauses (ii) and (iii) of the definition of Qualified Servicer.

Section 4.02 Subservicing Agreement Requirements. Any subservicing agreement with any Subservicer ("**Subservicing Agreement**") shall, among other things:

(a) provide for the servicing of the Loans and management of the Collateral by the Subservicer in accordance with the Servicing Standard and the other terms of this Agreement;

(b) be terminable with or without cause, upon no more than thirty (30) days prior notice in the event of any Default under this Agreement or Subservicing Agreement;

(c) provide that the Servicer (and, in the case of any Subservicing Agreement, the Subservicer) as well as the Company and Participant shall be entitled to exercise termination rights thereunder;

(d) provide that the Subservicer and the Servicer acknowledge that the Subservicing Agreement constitutes a personal services agreement between the Servicer and the Subservicer;

(e) provide that each of Participant and the Company is a third party beneficiary thereunder and entitled to enforce such Subservicing Agreement;

(f)(i) upon a Default under this Agreement, provide that the Company and Participant may exercise all of the rights of (A) the Company under this Agreement and cause the termination or assignment of this Agreement to any other Person, without penalty or payment of any fee, and (B) the Servicer under any or or all the Subservicing Agreements entered into by the Servicer, to any other Person, without penalty or payment of any fee, and (ii) upon a default under any Subservicing Agreement, provide that the Company and Participant may exercise all of the rights of the Servicer under such Subservicing Agreement and cause the termination or assignment of any such Subservicing Agreement to any other Person, without penalty or payment of any fee;

(g) provide that Participant and the Company (and each of their respective representatives) shall have access to and the right to review, copy and audit the books and records of any Subservicer and that all Subservicers shall make available their respective officers, directors, employees, accountants and attorneys to Participant's and the Company's (and each of their respective representatives') questions or to discuss any matter relating to the Subservicer's affairs, finances and accounts, as they relate to the Loans, the Collateral, the Servicing Obligations delegated to the Subservicer, the Collection Account, the Escrow Account, or any Other Accounts established or maintained pursuant to this Agreement or any Subservicing Agreement or any matters relating to the Subservicing Agreement or the rights or obligations thereunder;

(h) provide that all Loan Proceeds are to be deposited into the Collection Account on a daily basis and that under no circumstances are funds, other than Loan Proceeds and recoveries on Servicer Advances and interest and earnings thereon, to be deposited into the Collection Account;

(i) provide that the Subservicer consents to the immediate termination of the Subservicer pursuant to **Section 7.02** of this Agreement;

(j) provide that the Subservicer shall not transfer or assign its rights under any Subservicing Agreement with the Servicer and that any prohibited transaction shall be void *ab initio*;

(k) provide that there shall be no right of setoff on the part of the Subservicer;

(l) provide for such other matters as are necessary or appropriate to ensure that the Subservicer is obligated to comply with the Servicing Obligations of the Servicer hereunder as have been delegated to the Subservicer;

(m) (i) contain default provisions that relate to the actions of the Subservicer that parallel the provisions of **Sections 7.01(a), (b), (c), (e), (f)** and **(h)** of this Agreement, and (ii) provide that the Participant has the right (x) to terminate the Subservicing Agreement by providing written notice upon the occurrence of any such default (except that, with respect to default under the provision that parallels **Section 7.01(c)**, only with respect to the provisions that parallel **Sections 5.02(f)**and **(g)** referred to therein), without any cure period other than as may be provided for in **Section 7.01** of this Agreement; and (y) to enforce the rights of the Servicer under such Subservicing Agreement; and

(n) provide that the Subservicer consents to its immediate termination under the Subservicing Agreement upon a Default under **Section 7.01(b)** of this Agreement and under a similar provision related to it and its Affiliates to be incorporated into the Subservicing Agreement.

Section 4.03 Servicer Liable for Subservicers. Notwithstanding anything to the contrary contained herein, the use of any Subservicer shall not release the Servicer from any of its Servicing Obligations or other obligations under this Agreement, and the Servicer shall remain responsible and liable for all acts and omissions of each Subservicer as fully as if such acts and omissions were those of the Servicer. All actions of any Subservicer performed pursuant to the Subservicing Agreement with the Servicer shall be performed as an agent of the Servicer. No Subservicer shall be paid any fees or indemnified out of any Loan Proceeds.

Section 4.04 Company Approval Required. Each Subservicing Agreement and all amendments and modifications thereto and the selection of the Subservicer, regardless of whether the Subservicer is an Affiliate of the Servicer, shall be subject to the prior written approval of the Company (which approval shall not be unreasonably withheld, delayed or conditioned). A copy of all Subservicing Agreements, as executed and delivered and all amendments thereto, shall be provided to the Company.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SERVICER

Section 5.01 Representations and Warranties. The Servicer hereby makes the following representations and warranties as of the date hereof:

(a) The Servicer (i) is a limited liablity company, duly organized, validly existing and in good standing under the laws of the State of Nevada; (ii) has qualified or will qualify to transact business as a foreign entity and will remain so qualified, in the state or states and other jurisdictions where the Loans or the nature of the Servicer's activities under this Agreement makes such qualification necessary; (iii) has all licenses and other governmental approvals necessary to carry on its business as now being conducted and to perform its obligations hereunder; and (iv) has established and shall maintain its principal place of business in the United States.

(b) The Servicer has all requisite power, authority and legal right to service each Loan, and to execute, deliver and perform, and to enter into and consummate the transactions contemplated by this Agreement and has been duly authorized by all necessary requisite action on the part of the Servicer.

(c) This Agreement and all agreements contemplated hereby to which the Servicer is or will be a party constitute the valid, legal, binding and enforceable obligations of the Servicer, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law); all requisite corporate action has been taken by the Servicer to make this Agreement and all agreements contemplated hereby to which the Servicer is or will be a party valid and binding upon the Servicer in accordance with their terms and conditions.

(d) The Persons executing this Agreement on behalf of the Servicer are duly authorized to do so.

(e) The execution and delivery of this Agreement by the Servicer, the servicing of the Loans under this Agreement, the consummation of any other of the transactions contemplated by this Agreement, and the fulfillment of or compliance with the terms hereof are in the ordinary course of business of the Servicer and (i) will not result in a breach of any term or provision of the articles or charter or bylaws or operating agreement of the Servicer; (ii) conflict with, result in a breach, violation or acceleration of, or result in a default (or an event which, with notice or lapse of time, or both, would constitute a default) under the terms of any agreement or other instrument to which the Servicer is a party or by which it may be bound; or (iii) constitute a violation of any Law applicable to the Servicer, and the Servicer is not in breach or violation of any agreement or instrument, or in violation of any Law of any Governmental Authority having jurisdiction over it which breach or violation may impair the Servicer's ability to perform or meet any of its obligations under this Agreement.

(f) No litigation is pending or threatened against the Servicer that would prohibit the Servicer from entering into this Agreement or is likely to materially and adversely affect either the ability of the Servicer to perform its obligations under this Agreement or the financial condition of the Servicer.

(g) Any consent, approval, authorization or order of any court or Governmental Authority required for the execution, delivery and performance by the Servicer of or compliance by the Servicer with this Agreement or the consummation of the transactions contemplated by this Agreement has been obtained and is effective.

(h) Neither the Servicer nor any Subservicer or their respective Affiliates shall, at any time, (i) be a partner or joint venturer with any Borrower, (ii) be an agent of any Borrower, or allow any Borrower to be an agent of the Servicer or any Subservicer, or (iii) have any interest whatsoever in any Borrower, Guarantor or other obligor with respect to any Loan or any of the Collateral.

Section 5.02 Reporting, Books and Records and Compliance Covenants. The Servicer covenants to the Company as follows:

(a) The Servicer shall be responsible for submitting all Internal Revenue Service information returns related to the Loans for all applicable periods commencing with the Servicing Transfer Date. Information returns include reports on Forms 1098 and 1099 and any other reports required by Law. The Servicer shall be responsible for submitting all information returns required under applicable Law of any foreign Governmental Authority, to the extent such are required to be filed by the Company under such Law, relating to the Loans, for the calendar or tax year in which the Effective Date falls and thereafter.

(b) The Servicer shall cause to be kept and maintained (including by any Subservicer and including records transferred by the Company to the Servicer), at all times, at the Servicer's principal place of business, a complete and accurate set of files, books and records regarding the Loans and the Collateral, and the Company's interests in the Loans and the Collateral, including records relating to the Collection Account, and any other accounts maintained in connection with the Loans and Servicer Advances.

(c) The Servicer shall cause all such books and records to be maintained and retained until the date that is the later of ten (10) years after the Effective Date of this Agreement or three (3) years after the date on which the final Loan Proceeds are distributed to the Company, which date shall be established by notice to the Servicer from the Company. All such books and records shall be available during such period for inspection by the Company, Participant or either of their representatives (including any applicable Governmental Authority) at all reasonable times during business hours on any Business Days (or, in the case of any such inspection after the term hereof, at such other location as is provided by notice to the Company and Participant), in each instance upon two (2) Business Days' prior notice to the Servicer. Upon request by the Company, the Servicer, at the sole cost and expense of the Company, shall promptly send copies (the number of copies of which shall be reasonable) of such books and records to the Company. The Servicer shall provide the Company with reasonable advance notice of the Servicer's intention to destroy or dispose of any documents

or files relating to the Loans and, upon the request of the Company, shall allow the Company, at its own expense, to recover the same from the Servicer. The Servicer shall also maintain complete and accurate records reflecting the status of taxes, ground rents and other recurring charges generally accepted by the mortgage servicing industry, which would become a Lien on the security property.

(d) The covenants set forth in **Section 5.02(b)** and **(c)** above to maintain a complete and accurate set of records shall encompass all files in the Servicer's custody, possession or control pertaining to the Loans and the Collateral, including all original and other documentation pertaining to the Loans and the Collateral, all documentation relating, to items of income and expense pertaining to the Loans and the Collateral, and all of the Servicer's (and Subservicer's) internal memoranda pertaining to the Loans and the Collateral.

(e) The Servicer shall cause to be furnished to the Company each month on the Servicer Remittance Date, commencing the first month following the Servicing Transfer Date, a monthly Electronic Report on the Loans and Collateral, containing such information and substantially in the form set forth on **Schedule 4**, as the same may be amended from time to time by the Company and the Servicer without the Participant's consent.

(f) The Servicer shall deliver and shall cause each Subservicer to deliver to the Company, on or before March 10 of each year, unless the Company and the Servicer agree on another date, commencing in the year 2010, an officer's certificate stating, as to the signer thereof, that (i) a review of such party's activities during the preceding calendar year (or portion thereof) and of its performance under this Agreement (or, as applicable, any Subservicing Agreement) has been made under such officer's supervision, and (ii) to the best of such officer's knowledge and belief, based on such review, such party has fulfilled all of its obligations under this Agreement (or, as applicable, any Subservicing Agreement) in all material respects throughout such year or portion thereof or, if there has been a failure to fulfill any such obligation in any material respect, specifying each such failure and the nature and status thereof. In the event any Subservicer was terminated, resigned or otherwise performed in such capacity for only part of a year, such party shall provide such annual compliance certificate with respect to such portion of the year.

(g) On or before March 10 of each year, unless the Company and the Servicer agree on another date, commencing in the year 2010, the Servicer shall cause each Subservicer, each at its own expense or the expense of the Servicer, to provide a report on an assessment of compliance with the servicing requirements in this Agreement that contains (i) a statement by such party of its responsibility for assessing compliance with such servicing requirements, (ii) a statement that such party used such servicing requirements to assess compliance with such servicing requirements, and (iii) such party's assessment of compliance with such servicing requirements for the preceding calendar year, including if there has been any material instance of noncompliance with such servicing requirements, a discussion of each such failure and the nature and status thereof and the Servicer shall simultaneously deliver the annual compliance report to the Company.

Section 5.03 Audits. Until the later of the date that is ten (10) years after the Effective Date and the date that is three (3) years after the date on which the final Loan Proceeds are

distributed to the Company, which date shall be established by notice to the Servicer from the Company, the Servicer shall, and shall cause each Subservicer to, (a) provide the Company or any of its representatives (including any government agency or instrumentality), during normal business hours and on reasonable notice, with access to all of the books of account, reports and records relating to the Loans or any Collateral or the servicing thereof, the Collection Account, or any matters relating to this Agreement or the rights or obligations hereunder, (b) permit such representatives to make copies of and extracts from the same, (c) allow the Company to cause such books to be audited by accountants selected by the Company, and (d) allow the Company or any of its representatives to discuss the Servicer's and Subservicer's affairs, finances and accounts, as they relate to the Loans, the Collateral, the Servicing, the Collection Account, the Escrow Account, and any Other Accounts established pursuant to this Agreement or any other matters relating to this Agreement or the rights or obligations hereunder, with its officers, directors, employees, accountants (and by this provision the Servicer hereby authorizes such accountants to discuss such affairs, finances and accounts with such representatives), Subservicers, and attorneys.

Section 5.04 No Liens. The Servicer shall not place or permit (voluntarily or involuntarily) any Lien to be placed on any of the Loans, the Loan Documents or the Loan Proceeds, and shall not take any action to interfere with Participant's rights as a secured party with respect to the Loans Collateral and Loan Proceeds.

Section 5.05 Servicer's Duty to Advise; Delivery of Certain Notices. In addition to such other reports and access to records and reports as are required to be provided to the Company hereunder, the Servicer shall cause to be delivered to the Company, such information relating to the Loans and Collateral as the Company may reasonably request from time to time and, in any case, shall ensure that the Company is promptly advised, in writing, of any matter of which the Servicer or Subservicer becomes aware relating to the Loans, any of the Collateral, the Collection Account, Escrow Accounts, any Other Accounts or any Borrower or Guarantor that materially and adversely affects the interests of the Company or Participant. Without limiting the generality of the foregoing, the Servicer shall immediately notify the Company of any claim, threatened claim or litigation against the Company arising out of any Loan and shall cause to be delivered to the Company information indicating any possible Environmental Hazards with respect to any Collateral.

Section 5.06 Notice of Breach. The Servicer shall immediately notify the Company and Participant of any failure or anticipated failure on its part to observe and perform any warranty, representation, covenant or agreement required to be observed and performed by it as the Servicer.

ARTICLE VI
PARTICIPANT CONSENT

Section 6.01 Actions Requiring Participant Consent. Notwithstanding anything to the contrary contained in this Agreement, neither the Company nor the Servicer shall permit to be taken any of the following actions without the prior written consent of Participant in Participant's sole and absolute discretion:

(a) the sale or other transfer of any Loan or Collateral (or any portion thereof) to any Affiliate of the Company, the Servicer, any Affiliate of Servicer, any Subservicer, or any Affiliate of any Subservicer;

(b) the financing of the sale or other transfer of any Loan or Collateral (or any portion thereof);

(c) the sale of any Loan or Collateral (or any portion thereof) that provides for any recourse against the Company or Participant, subject to the terms and conditions of the Participation Agreement;

(d) any disbursement of any funds in the Collection Account or any Other Accounts other than in accordance with the provisions of this Agreement;

(e) other than capitalizing accrued and unpaid interest and other amounts permitted to be capitalized pursuant to the Participation Agreement, any Authorized Funding Draws advancing additional funds that would increase the Unpaid Principal Balance; or

(f) reimbursement for any expense or cost incurred (or paid) to any Affiliate of the Company, any Affiliate of the Servicer or any Affiliate of any Subservicer.

Section 6.02 Participant Approval Required; Amendments, Modification and Waivers. No provision of this Agreement may be amended, modified or waived except in writing executed by the Company and the Servicer and, except for those provisions that may be amended without the Participant's consent, as and to the extent expressly provided in this Agreement, each such amendment and modification shall be subject to the prior written consent of the Participant (which consent shall not be unreasonably withheld, delayed or conditioned).

ARTICLE VII
DEFAULTS; TERMINATION; TERMINATION WITHOUT CAUSE

Section 7.01 Defaults. A default ("Default") means the occurrence of:

(a) any failure by the Servicer to remit to the Company or deposit in the Collection Account, the Escrow Account or any Other Accounts any amount required to be so remitted or deposited under the terms of this Agreement in any case which continues unremedied until 12:00 p.m. New York time on the Business Day immediately following the date upon which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; or

(b) any Insolvency Event (without any cure period other than as may be provided for in the definition of Insolvency Event) with respect to the Servicer or any Affiliate therof, or any Subservicer or any Affiliate thereof; or

(c) any failure of the Servicer to duly perform its obligations in (i) **Section 5.02(e)** which continue unremedied for a period of five (5) days (or such other period on which the Company and the Servicer agree) after the date on which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer, or

(ii) **Section 5.02(f)** or **Section 5.02(g)** which failure continues unremedied for a period of twenty-five (25) days (or such other period on which the Company and the Servicer agree) on which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; or

(d) any failure of the Servicer to cause to be allocated any amount required to be allocated to the Company or to cause to be remitted to the Company any payment required to be made to the Company under the terms of this Agreement, as set forth in the monthly cash flow and distribution report, in either case, which continues unremedied until 12:00 p.m. New York time on the Business Day immediately following the date upon which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; or

(e) any failure by the Servicer at any time (i) to comply with its obligation to be a Qualified Servicer and to renew or maintain any permit or license necessary to carry out its responsibilities under this Agreement in compliance with applicable Law, or (ii) to cause each Subservicer to be a Qualified Servicer and to renew or maintain any permit or license necessary to carry out is responsibilities in any Subservicing Agreement, which, in either case, continues unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; or

(f) the occurrence of a material breach by the Servicer under this Agreement, which continues unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; or

(g) the failure of the Servicer to cause the Subservicers to comply with the terms of their Subservicing Agreements with the Servicer, the occurrence of a default or material breach by such Subservicers under their Subservicing Agreements and the failure of the Servicer to replace the Subservicers upon any of such events in accordance with the terms governing material breach or default under the Subservicing Agreements; or

(h) any other failure (other than those specified in any of **subsections 7.01 (a) through (g)**) of the Servicer to duly observe or perform in any material respect (i) any other covenants or agreements of the Servicer contained in this Agreement or (ii) any Servicing Obligations in compliance with the Servicing Standard set forth in this Agreement, and such failure continues unremedied for a period of thirty (30) Business Days (or such other period on which the Company and the Servicer agree) after the date on which written notice of such failure, requiring the same to be remedied, has been given by the Company to the Servicer; provided, however, that in the case of a failure that cannot be cured within thirty (30) Business Days, the cure period shall be extended for an additional thirty (30) days if the Servicer can demonstrate to the reasonable satisfaction of the Company that the Servicer is diligently pursuing remedial action.

Section 7.02 Termination with Cause.

(a) Upon the occurrence of any Default pursuant to this Agreement (without any cure period other than as may be provided for in **Section 7.01** above), the Company, in addition to any other rights the Company may have pursuant to this Agreement, at Law (including the Uniform Commercial Code), equity, including injunctive relief, specific performance or otherwise, may terminate this Agreement by providing a Termination Notice to the Servicer.

(b) Upon the occurrence of a Default pursuant to **Sections 7.01(a), (b), (c)** (with respect to **Sections 5.02(f)** and **(g)** referred to therein), **(e)** and **(f)** and **(h)** of this Agreement (in each case, without any cure period other than as may be provided for in **Section 7.01** above), Participant, in addition to any other rights Participant may have at law, equity, injunctive relief, specific performance or otherwise, may terminate this Agreement by providing a Termination Notice to the Servicer and may terminate the Subservicing Agreements by providing a written termination notice to the Subservicers. The Servicer agrees that Participant is entitled to enforce this Agreement upon the occurrence of the Defaults set forth in **Sections 7.01(a), (b), (c)** (with respect to **Sections 5.02(f)** and **(g)** referred to therein), **(e), (f)** and **(h)**, without penalty or payment or any fee.

(c) The Servicer hereby consents to its immediate termination under this Agreement by Participant upon a Default under **Section 7.01(b)** of this Agreement.

Section 7.03 Termination Without Cause. The Company may at any time, without cause, terminate this Agreement, upon providing a Termination Notice to the Servicer, but only as and in accordance with the provisions set forth on **Schedule 3**, as the same may be amended from time to time by the Company and the Servicer without the Participant's consent.

Section 7.04 Effective Date. Termination as specified in this **Article VII** shall be effective at such time as is specified in the Termination Notice. In the event of such termination, all authority and power of the Servicer under this Agreement, whether with respect to the Loans or otherwise, shall pass to and be vested in the Company, Participant or the successor servicer as designated by the Company in the case of termination by the Company or as designated by Participant in the case of termination by Participant. The Servicer agrees to cooperate with the Company, Participant and such successor servicer with the timely and orderly transition of its obligations under this Agreement. The Servicer shall be liable for all obligations of the Servicer that have accrued under this Agreement or at Law prior to such termination.

Section 7.05 Accounting. Upon termination of this Agreement as set forth herein, the Servicer shall account for and turn over to the Company or Participant, or the designee of either, funds collected under the terms of this Agreement. The Servicer shall provide written notice in conformance with all applicable Law to the Borrowers to indicate that their Loans will henceforth be serviced by Participant, the Company or any successor servicer designated by either Participant or the Company, as the case may be, and transfer its duties as Servicer to either Participant or the Company, or any successor Servicer, as applicable.

ARTICLE VIII
INDEPENDENCE OF PARTIES; INDEMNIFICATION

Section 8.01 Independence of Parties. The Servicer shall have the status of, and act as, an independent contractor. Nothing herein contained shall be construed to create a partnership or joint venture or any similar relationship between the Company and the Servicer.

Section 8.02 Indemnification. The Servicer agrees to indemnify, defend and hold harmless the Company, Participant and each of their respective Affiliates, directors, officers, employees and agents and each of their respective successors and assigns (the "**Indemnified Parties**") from and against any and all claims, demands, suits, actions, proceedings, assessments, losses, costs, expenses (including, without limitation, attorneys' fees), damages and liabilities of any kind or nature whatsoever directly or indirectly resulting from or arising out of or related to (i) any inaccuracy in any of the Servicer's warranties or representations contained in this Agreement, (ii) any failure by the Servicer to observe or perform any or all of the Servicer's covenants, agreements or warranties contained in this Agreement, (iii) any act taken by the Servicer purportedly pursuant to a power of attorney granted by the Company which act results in a claim soley by virtue of the unlawful use of such power of attorney, or (iv) failure by the Servicer or any Subservicer to discharge obligations on any Mortgaged Property relating to taxes, ground rents or other such recurring charges generally accepted by the mortgage servicing industry, which would become a Lien on the Collateral. The Servicer shall immediately notify the Indemnified Party if a claim is made with respect to this Agreement or any Loans, assume (with prior consent of the Indemnified Party) the defense of any such claim and pay all expenses in connection therewith, including attorney fees, and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or any party indemnified hereunder in respect of such claim. No expenses incurred by the Servicer or any Subservicer in connection with its obligations under this **Section 8.02** shall constitute a Servicer Advance. The Servicer shall follow any reasonable written instructions received from the Indemnified Party in connection with such claims, it being understood that the Indemnified Party shall have no duty to monitor or give instructions with respect to such claims.

Section 8.03 Procedure for Indemnification. Promptly upon receipt of written notice of any claim, in respect of which indemnity may be sought pursuant to the terms of this Agreement, the Indemnified Party will use its best efforts to notify the Servicer in writing thereof in sufficient time for the Servicer to respond to such claim. Except to the extent that the Servicer is prejudiced thereby, the omission of the Indemnified Party to promptly notify the Servicer of any such claim shall not relieve the Servicer from any liability which it may have to the Indemnified Party in connection therewith. If any claim shall be asserted or commenced against the Indemnified Party, the Servicer will be entitled to participate therein, and to the extent it may wish to assume the defense, conduct or settlement thereof, it shall be entitled to do so with counsel reasonably satisfactory to the Indemnified Party; provided, however, that in the event the Servicer fails, in the reasonable judgment of the Indemnified Party, vigorously to defend or pursue or attempt to settle such claim, the Company shall have the right to assume the conduct, defense or settlement thereof, provided that the Company shall obtain the prior written approval of the Indemnified Party before ceasing to defend against any claim or entering into any settlement, adjustment or compromise of such claim involving injunctive or similar equitable relief imposed upon any Indemnified Party or any of its or his Affiliates. After notice from the

Servicer to the Company of its election to assume the defense, conduct or settlement thereof, the Servicer will not be liable to the Company for any legal or other expenses consequently incurred by the Company in connection with the defense, conduct or settlement thereof.

ARTICLE IX
NOTICES

All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, or, delivered by hand or by nationally recognized air courier service, directed to the address of such Person set forth below:

If to the Company:	477 Shoup Avenue, Suite 207 Idaho Falls, ID 83402 Attention: David O. Kingston
with a copy to:	477 Shoup Avenue, Suite 207 Idaho Falls, ID 83402 Attention: Kari M. Campos
If to Participant:	Manager, Capital Markets & Resolutions c/o Federal Deposit Insurance Corporation 550 17th Street, NW (Room F-7008) Washington, D.C. 20429-0002 Attention: George Alexander
with a copy to:	Senior Counsel FDIC Legal Division Litigation and Resolutions Branch, Receivership Section Special Issues Unit 3501 Fairfax Drive (Room E-7056) Arlington, Virginia 22226 Attention: David Gearin
If to the Servicer:	Kingston Management Services LLC 14 Inverness Dr. East, Suite F160 Englewood, CO 80112 Attention: Charlie Muenzberg
with a copy to:	477 Shoup Avenue, Suite 207 Idaho Falls, ID 83402 Attention: Kari M. Campos

Any such notice shall become effective when received (or receipt is refused) by the addressee, provided that any notice or communication that is received (or refused) other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on

the next Business Day of the recipient. From time to time, any Person may designate a new address for purposes of notice hereunder by notice to such effect to the other Persons identified above.

ARTICLE X
GOVERNING LAW; JURISDICTION

Section 10.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. Nothing in this Agreement shall require any unlawful action or inaction by any party hereto.

Section 10.02 Jurisdiction; Venue and Service. Each of the parties hereto, for itself and each of its Affiliates, hereby irrevocably and unconditionally:

(a) agrees that any suit, action or proceeding instituted against it by any other party with respect to this Agreement may be instituted, and that any suit, action or proceeding instituted by it against any other party with respect to this Agreement shall be instituted, only in the Supreme Court of the State of New York, County of New York, or the U.S. District Court for the Southern District of New York or the United States District Court for the District of Columbia (and appellate courts from any of the foregoing) as the party instituting such suit, action or proceeding may in its sole discretion elect, (ii) consents and submits, for itself and its property, to the jurisdiction of such courts for the purpose of any such suit, action or proceeding instituted against it by any other party and (iii) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law;

(b) agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to **Section 10.02(a)** may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Servicer at its address for notices pursuant to **Article IX** (with copies to such other Persons as specified therein); provided, however, that nothing contained in this **Section 10.02(a)** shall affect the ability of the Servicer to be served process in any other manner permitted by Law;

(c) (i) waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court specified in **Section 10.02(a)**, (ii) waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (iii) agrees not to plead or claim either of the foregoing.

Section 10.03 Waiver of Jury Trial. EACH OF THE PARTIES HERETO, FOR ITSELF AND EACH OF ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

ARTICLE XI

MISCELLANEOUS

Section 11.01 No Assignment by Servicer; No Transfer of Ownership Interests in Servicing Rights.

(a) The Servicer hereby acknowledges that this Agreement constitutes a personal services agreement between the Company and the Servicer. The Servicer shall not assign any rights or obligations hereunder to any other Person other than as is expressly provided in this Agreement. Any purported sale, sub-participation or assignment or delegation in violation of this **Section 11.01(a)** shall be void *ab initio* and of no force or effect whatsoever.

(b) Under no circumstances shall the Servicer transfer to any Subservicer or any other Person any ownership interest in the servicing of the Loans or any right to transfer or sell the servicing to the Loans (other than in connection with the sale of any Loan). The Servicer shall not assign, pledge or otherwise transfer or purport to assign, pledge or otherwise transfer any interest to any Person in the servicing of the Loans (other than in connection with the sale of any Loan). Any purported assignment, pledge, delegation or other transfer in violation of this **Section 11.01(b)** shall be void *ab initio* and of no force or effect whatsoever.

Section 11.02 Legal Fees. No party to this Agreement shall be responsible for the payment of the legal fees or expenses incurred by the other party hereto in connection with the negotiation and execution of this Agreement or any subsequent modifications or supplements hereto.

Section 11.03 Entire Agreement. This Agreement contains the entire agreement between the Company and the Servicer and supersedes any and all other prior agreements, whether oral or written, with respect to the subject matter hereof.

Section 11.04 Counterparts; Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

Section 11.05 Headings. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section and paragraph references contained herein shall refer to Sections and paragraphs in this Agreement unless otherwise specified.

Section 11.06 Construction. This Agreement shall be construed and interpreted in accordance with the following:

(a) The term "or" is not exclusive.

(b) A reference to a Law includes any amendment, modification or replacement to such Law.

(c) References to any document, instrument or agreement (including this Agreement) (a) shall be deemed to include all appendices, exhibits, schedules and other attachments thereto and all documents, instruments or agreements issued or executed in replacement thereof, and (b) shall mean such document, instrument or agreement, or replacement thereto, as amended, modified and supplemented from time to time in accordance with its terms and as the same is in effect at any given time.

(d) Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The words "include" and "including" and words of similar import are not limiting, and shall be construed to be followed by the words "without limitation," whether or not they are in fact followed by such words.

(f) The word "during" when used with respect to a period of time shall be construed to mean commencing at the beginning of such period and continuing until the end of such period.

(g) Unless the context otherwise requires, singular nouns and pronouns when used herein shall be deemed to include the plural and vice versa and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.

Section 11.07 Compliance with Law. Except as otherwise specifically provided herein, each party to this Agreement shall, at its own cost and expense, obey and comply with all applicable Laws, as they may pertain to such party's performance of its obligations hereunder

Section 11.08 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable in such jurisdiction only as to a particular Person or Persons and/or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular Person or Persons and/or under such particular circumstance or circumstances, as the case may be; (ii) without limitation of clause (i), such provision shall in any event be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any of the remaining provisions of this Agreement. Without limitation of the preceding sentence, it is the intent of the parties to this Agreement that in the event that in any court proceeding, such court determines that any

provision of this Agreement is prohibited or unenforceable in any jurisdiction (because of the duration or scope (geographic or otherwise) of such provision, or for any other reason) such court shall have the power to, and shall, (x) modify such provision (including without limitation, to the extent applicable, by limiting the duration or scope of such provision and/or the Persons against whom, and/or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. Nothing in this **Section 11.08** is intended to, or shall, limit (1) the ability of any party to this Agreement to appeal any court ruling or the effect of any favorable ruling on appeal or (2) the intended effect of **Section 10.01**.

Section 11.09 Third Party Beneficiary. Participant shall be and is hereby designated as a third party beneficiary under this Agreement and, as such, Participant is entitled to enforce this Agreement as if Participant were a party hereto. Notwithstanding the foregoing, Participant shall have no obligation to undertake any of the duties of the Company hereunder and shall have no liability whatsoever to the Servicer, any Subservicer or any other party related to this Agreement. There shall be no other third party beneficiaries. Nothing contained in **Section 10.02** of this Agreement shall be construed to constitute consent to jurisdiction by the Failed Bank or the FDIC, in any capacity.

Section 11.10 Protection of Confidential Information. The Servicer shall keep confidential and shall not divulge to any party, without the Company's prior written consent, any information pertaining to the Participation Agreement, Loans or any Borrower thereunder, except as required pursuant to this Agreement and except to the extent that it is necessary and appropriate for the Servicer to do so in working with legal counsel, auditors, taxing authorities, regulatory authorities or other Governmental Authority or in accordance with the Servicing Standard.

Section 11.11 Time of Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

Section 11.12 No Presumption. This Agreement shall be construed fairly as to each party hereto and if at any time any such term or condition is desired or required to be interpreted or construed, no consideration shall be given to the issue of who actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 11.13 No Right of Setoff. The Servicer hereby waives any and all rights it may otherwise have (whether by contract or operation of Law or otherwise) to any setoff, offset, counterclaim or deduction (or to assert any claim for any setoff, offset counterclaim or deduction) against the Loan Proceeds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

ANB VENTURE, LLC, a Delaware limited liability company

By: KMS SPE LLC, its Manager

By: Kingston Properties L.P., its Manager

By: DK Enterprises, Inc., its General Partner

By: David O. Kingston
Name: David O. Kingston
Title: President

SERVICER:

KINGSTON MANAGEMENT SERVICES LLC, a Nevada limited liability company

By: Kingston Properties L.P., its Manager

By: DK Enterprises, Inc., its General Partner

By: David O. Kingston
Name: David O. Kingston
Title: President

EXHIBIT A

LOAN SCHEDULE

[Attached]

See Tab 23

EXHIBIT B

FEE SCHEDULE

[To be completed by Company and Servicer]

EXHIBIT B

FEE SCHEDULE

Pursuant to the terms of Section 2.03 of this Agreement, the Servicer shall be paid such monthly servicing fee as is set forth below:

1. The Servicer shall receive an amount equal to one-twelfth ($1/12^{th}$) of the annual rate of 26 basis points as applied to Unpaid Principal Balance calculated as of the first day of the immediately preceding month, beginning Discharge in a timely manner each and every obligation which the Loan Documents provide is to be performed by the lender thereunder, on its own behalf and on behalf of the Participant;

Capitalized terms not otherwise defined in this Servicing Agreement are defined in the Participation and Servicing Agreement By and between ANB Venture, LLC and dated as of January 12, 2009.

SCHEDULE 1

SERVICING OBLIGATIONS

[To be completed by Company and Servicer in accordance with Article V of the Participation Agreement]

SCHEDULE 1

SERVICING OBLIGATIONS

Pursuant to the terms of Section 2.04 of this Agreement, the Servicer shall, unless otherwise agreed to in writing between the Company and the Servicer, take the following actions, in connection with the servicing, administration, management and disposition of the Loans and Collateral:

1. Discharge in a timely manner each and every obligation which the Loan Documents provide is to be performed by the lender thereunder, on its own behalf and on behalf of the Company;

2. Incur costs (including Borrower Reimbursable Costs and Post-Acquisition Costs) in accordance with the provisions of the Loan Documents;

3. Cause to be maintained for the Collateral (including any Acquired Collateral) with respect to each Loan with respect to which the Borrower has failed to maintain required insurance, fire, hurricane, flood and hazard insurance with extended coverage as is customary in the area in which the Collateral is located and in such amounts and with such deductibles as the Servicer may, in the exercise of its reasonable discretion, determine are prudent;

4. Ensure compliance with the terms and conditions of each insurer under any hazard policies and preparing and presenting claims under any policy in a timely fashion in accordance with the terms of the policy;

5. Supervise and coordinate the construction, ownership, management, leasing and preservation of the Collateral and Acquired Collateral, as well as all other matters involved in the administration, preservation and ultimate disposition of the Collateral and the Acquired Collateral;

6. To the extent consistent with the foregoing, seek to maximize the timely and complete recovery of principal and interest on the Loans and otherwise to maximize the value of the Loans, the Collateral and the Acquired Collateral;

7. Make all Authorized Funding Draws pursuant to the Loan Documents and this Agreement;

8. Except as otherwise set forth in this Agreement, make decisions under, and enforce and perform in accordance with, the Loan Documents all loan administration, inspections, review of financial data and other matters involved in the servicing, administration and management of the Loans, the Collateral and the Acquired Collateral; and

9. Ensure that all filings required to maintain perfection in any Collateral remain up to date and in force, including UCC financing statements.

Capitalized terms not otherwise defined in this Servicing Agreement are defined in the Participation and Servicing Agreement By and between ANB Venture, LLC and dated as of January 12, 2009.

SCHEDULE 2

REIMBURSEMENT OF SERVICER ADVANCES

[To be completed by Company and Servicer]

SCHEDULE 2

REIMBURSEMENT OF SERVICER ADVANCES

Pursuant to the terms of Section 2.09, Borrower Reimbursable Costs not recovered from Borrowers or Guarantors and all other Servicer Advances shall be reimbursed as follows:

The Servicer may be reimbursed for Servicer Advances from the Company, to the extent Company has sufficient Loan Proceeds. The Servicer shall not otherwise be entitled to reimbursement or payment of Servicer Advances. Each month, the Servicer shall be reimbursed in the following order of priority:

(i) first, to pay Authorized Funding Draw paid by Servicer ; and

(ii) then, to reimburse the Servicer for Working Capital Advances, but only to the extent the same were used to pay costs or expenses constituting Servicer Advances; and

(iii) then, to pay the Servicer the Servicer Fee as set forth on Exhibit B; and

(iv) then, to reimburse the Servicer for any Servicer Advances due and owing as of the current month (without duplication of any amounts paid pursuant to clauses (i), (ii), (iii) or (iv) above).

Capitalized terms not otherwise defined in this Servicing Agreement are defined in the Participation and Servicing Agreement By and between ANB Venture, LLC and dated as of January 12, 2009.

SCHEDULE 3

TERMINATION WITHOUT CAUSE

[To be provided by Company and Servicer]

SCHEDULE 3

TERMINATION WITHOUT CAUSE

Pursuant to the terms of Section 7.03, upon termination without cause, Servicer shall be paid its pro-rata Servicer Fee and reimbursed for all Servicer Advances incurred through the date specified in the Termination Notice. Company shall pay no other penalty or pay any other fee.

Capitalized terms not otherwise defined in this Servicing Agreement are defined in the Participation and Servicing Agreement By and between ANB Venture, LLC and dated as of January 12, 2009.

SCHEDULE 4

FORM OF ELECTRONIC REPORT ON THE LOANS AND COLLATERAL

[To be provided by Company and Servicer]

SCHEDULE 4

FORM OF ELECTRONIC REPORTS ON THE LOANS AND COLLATERAL

MONTHLY REPORTS

Data File
Requested Information in attached list

Monthly Loan and REO Rollforward Report:– by # and $

Loans

By #:
Beginning number of loans
- Pay-offs
- REO transfers
= Ending number of loans

By $:
Beginning pool balance (Unpaid Principal Balance ("UPB"))
+ Commitments funded
- Payments received,
- UPB, transfers to REO
- Write down of principal (Other)
= Ending pool balance (UPB)

REO

By #:
Beginning number of REO properties
+ Transfers in
- Sales
= Ending number

By $:
Beginning UPB of REO properties
+ Capitalized Post-Acquisition Costs
+ UPB on REO transfers in
- Net liquidation proceeds
- Reimbursement of Post Acquisition Expenses
+/- Realized Gain (Losses)
= Ending UPB

Delinquency Report

and $ by delinquency classification: Current, < 30, 30-60 days, 61-90 days, > 90 days, in foreclosure, in bankruptcy, REO

Breakout of > 60 day delinquencies by collateral type, # and $
Breakout of > 60 day delinquencies by state, # and $

Significant Litigation Report

Provide a litigation summary report describing any claim or counterclaim ("claim") filed against the Company and/or the Servicer with respect to assets subject to this Agreement, the actions taken to defend such claim, and an estimate of the projected exposure for: a) any claim in which the Company or the Servicer expects to incur more than $10,000 in Company Advances to defend such claim, b) any claim in which multiple plaintiffs have joined in filing an action against the Company and/or the Servicer or the same law firm has filed individual claims on behalf of more than one plaintiff, and c) any claim(s) regardless of the dollar amount, naming: (i) the Receiver or, (ii) the Failed Bank (ANB Financial, N.A.) and/or (iii) FDIC in any capacity, as defendant(s). Activity should be updated quarterly.

Environmental Exposure Report

Provide a report identifying any assets in which the Site Assessment identified an Environmental Hazard together with information on the nature of the hazard, additional tests performed, and the cost of correcting the hazard identified in the Site Assessment.

REO Report

Listing of REO properties held to include original loan number, date of ownership, description, collateral type, address, UPB (of the loan prior to foreclosure), net book value, listing date, estimated sale date, appraisal amount, original list price, current list price cumulative Post-Acquisition Costs incurred, broker name, and comments

Modification Report

Listing of loans modified, to include borrower name, loan balance and terms before modification, loan balance and terms after modification

Liquidation Report

Listing of loans and REO properties liquidated, to include borrower name, UPB, cumulative Post-Acquisition Costs, net liquidation proceeds, realized loss amount

Short Sale Report

Listing of loans for which short sales were accepted, to include borrower name, UPB, payoff accepted, realized loss amount

Judgment Report

Listing of Judgments obtained, to include borrower name, Judgment amount, current month and cumulative payments received, remaining balance

AS AVAILABLE

Reporting Requirements
Data File from servicing system to be provided in Excel
(or such other data fields that the Participant may request related to Company assets utilizing systems maintained by the Servicer or Subservicer)

Data Fields Required by property
Loan Number
2nd Loan Number
Combined Loan Amount
1st Loan Amt
2nd Loan Amt
Type of Loan
(Residential/Commercial)
Combined UPB or Disb Amt
1st Loan UPB or Disb
2nd Ln UPB or Disb Amt
Amt Pending Disb (Authorized
Funding Draws)
Original Rate
Current Rate
Term
Note
CP Mod
1st Due
Next Due
Maturity
Margin
Index
Street
City
ST
ZIP
Original Appraisal
Lien
Credit Score
CoBwr Score
Units

Prop Class
Purp Type
Occ
Documentation
Int Only
Int Only End
PMI Cert
Basis
PI Pymt
TI Pymt
2nd T&I Bal
TI Balance
Last CP Insp
CP % Comp
COO
BPO Date
BPO Value As Is
BPO Value Repair or Complete
BPO Prop Condition
Last Dlq Insp
Inspection Type
Insp Order
Inspection Comments
Updated Score
Type
Prod
Product Description
1st Mtg Loan
Builder
Sq Ft
Int Type
Inv
Grp
FC
Consumer Indicator
Bankruptcy Date

Capitalized terms not otherwise defined in this Servicing Agreement are defined in the Participation and Servicing Agreement By and between ANB Venture, LLC and dated as of January 12, 2009.