

REIMBURSEMENT AND SECURITY AGREEMENT

BY AND AMONG

2010-3 SFR VENTURE, LLC,

EACH OTHER GRANTOR FROM TIME-TO-TIME PARTY HERETO,

**FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CORPORATE CAPACITY AS PURCHASE MONEY NOTES GUARANTOR,**

**FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS CAPACITY AS RECEIVER FOR THE FAILED BANKS,
AS COLLATERAL AGENT,**

AND

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR THE FAILED BANKS,
AS INITIAL MEMBER**

Dated as of November 30, 2010

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Exhibit A Joinder Agreement

REIMBURSEMENT AND SECURITY AGREEMENT

THIS REIMBURSEMENT AND SECURITY AGREEMENT, effective as of the 30th day of November, 2010 (this "**Agreement**"), is entered into by and among the Company, each of the other entities that becomes a party hereto pursuant to Section 8.12 (collectively, the "**Subsidiary Grantors**," and each individually, a "**Subsidiary Grantor**"; the Subsidiary Grantors together with the Company, collectively, the "**Grantors**," and each individually, a "**Grantor**"), the Purchase Money Notes Guarantor, the Collateral Agent for the Secured Parties (as defined below), and, solely for purposes of Sections 4.1(a), 4.1(c), 5.1(a)(vi) – (ix), 5.1(b), 5.1(c), 5.5, 11.1, 11.2 and 13.6 – 13.19, the Initial Member.

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the Closing Date, between the Company and the Receiver, the Receiver has transferred all of its right, title and interest in and to the Mortgage Loans, including equity interests in Ownership Entities and certain REO Property (as each such term is defined below), to the Company partly as a sale and partly as a capital contribution, and in consideration for the transfer of the Mortgage Loans to the Company to the extent such transfer constitutes a sale, the Company has issued to the Receiver a Purchase Money Note, dated as of the date hereof, with an Initial Notes Principal Balance of \$105,551,000.00;

WHEREAS, to provide support for the payment and performance of the Company's obligations under the Purchase Money Note, the Purchase Money Notes Guarantor and the Receiver have entered into that certain Purchase Money Notes Guaranty, dated as of the Closing Date;

WHEREAS, in connection with the foregoing, each Grantor has agreed to (a) provide Collateral Agent, for the benefit of the Secured Parties, with the collateral identified in this Agreement and (b) guaranty payment of the Secured Obligations in order to induce the Purchase Money Notes Guarantor to enter into the Purchase Money Notes Guaranty and to secure the Company's obligation to reimburse the Purchase Money Notes Guarantor for any payments made by the Purchase Money Notes Guarantor thereunder;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor, the Purchase Money Notes Guarantor, the Collateral Agent and the Initial Member agree as follows:

ARTICLE I **Definitions**

Section 1.1 Definitions.

(a) For purposes of this Agreement including the prefatory paragraphs, certain terms used in this Agreement shall have the meaning and definitions set forth in the Agreement

of Common Definitions (as defined below). In addition, for purposes of this Agreement, the following terms shall have the meanings and definitions hereinafter respectively set forth:

“Agreement of Common Definitions” means that certain agreement of common definitions dated as of the Closing Date, by and among the FDIC, as Receiver and Initial Member, and SFR 2010-3 Acquisition LLC, as Private Owner, 2010-3 SFR Venture, LLC, as Company, the Purchase Money Notes Guarantor, the Collateral Agent, Citibank, N.A., a national banking association as Bank, and RoundPoint Mortgage Servicing Corporation, a Florida corporation, as Servicer.

“Agreement” means this Reimbursement and Security Agreement.

“Allonge” has the meaning given in Section 3.1 of this Agreement.

“Assignment of Mortgage” means, with respect to each Mortgage Loan, a collateral assignment of the mortgage, deed of trust, trust deed, deed to secure debt or other security agreement securing such Mortgage Loan (each an **“Underlying Mortgage”**) or an assignment in blank of such Underlying Mortgage, in each case in form suitable for recording in the appropriate public records and otherwise in form reasonably satisfactory to the Collateral Agent.

“Collateral” has the meaning given in Section 3.1 of this Agreement.

“Collateral Documents” means, collectively, this Agreement, the Account Control Agreements, any REO Mortgages, the Custodial and Paying Agency Agreement and each of the other agreements, instruments or documents that creates or purports to create a Lien or guaranty in favor of the Collateral Agent for the benefit of the Secured Parties.

“Company Accounts” means, collectively the Collection Account, the Distribution Account, the Interest Reserve Account, the Special Reserve Account and the Liquidity Account.

“Controlling Party” means the Purchase Money Notes Guarantor.

“DE UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of Delaware, as amended from time-to-time, and any successor statute.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would constitute an Event of Default.

“Event of Default” means each of the “Events of Default” described in Section 4.1 of this Agreement.

“Grantor” and **“Grantors”** have the meanings set forth in the introductory paragraph of this Agreement.

“Guaranty” means, with respect to any particular indebtedness or other obligation, (i) any direct or indirect guaranty thereof by a Person other than the obligor with respect to such indebtedness or other obligation or any transaction or arrangement intended to have the effect of directly or indirectly guarantying such indebtedness or other obligation, including without limitation any agreement by a Person other than the obligor with respect to such indebtedness or other obligation (A) to pay or purchase such indebtedness or other obligation or to advance or supply funds for the payment or purchase of such indebtedness or other obligation, (B) to purchase, sell or lease (as lessee or lessor) property of, to purchase or sell services from or to, to supply funds to or in any other manner invest in, the obligor with respect to such indebtedness or other obligation (including any agreement to pay for property or services of the obligor irrespective of whether such property is received or such services are rendered), primarily for the purpose of enabling the obligor to make payment of such indebtedness or other obligation or to assure the holder or other obligee of such indebtedness or other obligation against loss, or (C) otherwise to assure the obligee of such indebtedness or other obligation against loss with respect thereto, or (ii) any grant (or agreement in favor of the obligee of such indebtedness or other obligation to grant such obligee, under any circumstances) by a Person other than the obligor with respect to such indebtedness or other obligation of a security interest in, or other Lien on, any property or other interest of such Person, whether or not such other Person has not assumed or become liable for the payment of such indebtedness or other obligation.

“Guaranteed Obligations” has the meaning given in the Purchase Money Notes Guaranty.

“Indebtedness” means, as applied to any Person, without duplication, (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person for the deferred purchase price of property or services (excluding trade payables arising in the ordinary course of business), (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capitalized leases, or (vi) all indebtedness or obligations of others of the kinds referred to in clauses (i) through (v) above in respect of which such Person has entered into or issued any Guaranty.

“Indemnified Parties” has the meaning given in Section 13.5(a) of this Agreement.

“Indemnification Losses” has the meaning given in Section 13.5(a) of this Agreement.

“Intellectual Property” means all United States or foreign intellectual and similar property of every kind and nature, including, without limitation, inventions, designs, patents, copyrights, trademarks, trade secrets, confidential or proprietary and technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and any license of any of the foregoing, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing and all rights to sue at law or in equity for any infringement or other violation thereof, including the right to receive all proceeds and damages therefrom.

“NY UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of New York, as amended from time-to-time, and any successor statute.

“Perfection Requirement” has the meaning given in Section 7.1(e) of this Agreement.

“Proceedings” means any suit in equity, action at law or other judicial or administrative proceeding.

“Purchase Money Note” has the meaning given in the Agreement of Common Definitions and shall include any promissory note issued to refinance a Purchase Money Note in accordance with Section 2.8 of the Custodial and Paying Agency Agreement.

“Related Entities” has the meaning given in Section 13.5(a) of this Agreement.

“REO Mortgage” means, with respect to each REO Property, a mortgage, deed of trust, trust deed or deed to secure debt securing the Secured Obligations in form suitable for recording in the appropriate public records and otherwise in form and substance satisfactory to the Collateral Agent (which REO Mortgage may, if the Underlying Mortgage on the applicable REO Property has not been discharged and if the Collateral Agent agrees, consist of such Underlying Mortgage, as assigned to the Collateral Agent and including such modifications thereto as the Collateral Agent may require).

“Sale” has the meaning given in Section 5.3 of this Agreement.

“Secured Obligations” means the Guaranteed Obligations and all obligations of Grantors pursuant to this Agreement (including specifically the obligations pursuant to Sections 2.1, 8.9, 8.19, 13.3 and 13.5).

“Secured Parties” means, collectively, the Collateral Agent, each co-agent or sub-agent appointed by the Collateral Agent from time-to-time pursuant to this Agreement and the Purchase Money Notes Guarantor.

“Site Assessment” has the meaning given in Section 3.2(b) of this Agreement.

“Subsidiary Grantor” and **“Subsidiary Grantors”** have the meanings given in the introductory paragraph to this Agreement.

“Successor Servicer” has the meaning given in Section 5.1(a)(vi) of this Agreement.

“Third Party Claim” has the meaning given in Section 13.5(a) of this Agreement.

“UCC” means the DE UCC or the NY UCC, as applicable.

“Underlying Mortgage” has the meaning specified in the definition of “Assignment of Mortgage.”

(b) **UCC Terms.** The following terms have the meanings given to them in the UCC and terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined): **“account”**, **“chattel paper”**, **“commercial tort claim”**, **“deposit account”**, **“equipment”**, **“fixture”**, **“general intangible”**, **“goods”**, **“instruments”**, **“inventory”**, **“investment property”**, **“letter-of-credit right”**, **“proceeds”**, **“security”** and **“supporting obligation”**.

Section 1.2 **Other Interpretive Provisions.** With reference to this Agreement and each other Collateral Document, unless otherwise specified herein or in such other Collateral Document:

(a) References to “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.

(b) The term “or” is not exclusive.

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

ARTICLE II **Reimbursement**

Section 2.1 Reimbursement. In accordance with Section 8.9, the Company agrees to pay to the Purchase Money Notes Guarantor on the Distribution Date following any payment by the Purchase Money Notes Guarantor with respect to the Guaranteed Obligations, the amount of such payment (provided, however, that any such payment by the Purchase Money Notes Guarantor occurring after the Determination Date immediately preceding such Distribution Date shall be payable on the second Distribution Date following such payment) payable in accordance with Section 5.1 of the Custodial and Paying Agency Agreement with interest accruing from the date the Purchase Money Notes Guarantor made the payment under the Purchase Money Notes Guaranty at a rate per annum equal to the Purchase Money Notes Interest Rate). All payments by the Company to the Purchase Money Notes Guarantor hereunder shall be made free and clear of set-off or counterclaim in lawful currency of the United States and in immediately available funds.

Section 2.2 Obligations Absolute. The obligations of the Company pursuant to this Agreement shall be absolute, unconditional and irrevocable, and shall be discharged strictly in accordance with the terms set forth herein, under all circumstances whatsoever, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of this Agreement, the Purchase Money Note, the Purchase Money Notes Guaranty, or any other agreement or instrument relating thereto;

(b) any amendment or waiver of or any consent to departure from all or any of the provisions of this Agreement, the Purchase Money Notes or the Purchase Money Notes Guaranty;

(c) the existence of any claim, setoff, defense or other right that the Company may have at any time against the Purchase Money Notes Guarantor, the Receiver or any other Person, whether in connection with this Agreement, the Purchase Money Note, or any unrelated transaction;

(d) payment by the Purchase Money Notes Guarantor pursuant to the Purchase Money Notes Guaranty against demand of the Receiver that does not comply with the terms of the Purchase Money Notes Guaranty; and

(e) any other act or omission to act or delay of any kind by the Purchase Money Notes Guarantor or any other Person or any other event or circumstance whatsoever that might, but for the provisions of this Section, constitute a legal or equitable discharge of or defense to the Company's obligations hereunder.

ARTICLE III **Security Interest**

Section 3.1 Granting of Security Interest. To secure the Company's payment and performance of the Secured Obligations and each Subsidiary Grantor's guaranty of payment of the Secured Obligations, each Grantor hereby transfers, assigns, sets over, conveys, mortgages and grants to the Secured Parties, subject to the terms of this Agreement and the Purchase Money Notes (and any substitute purchase money note that may be issued), a continuing security interest in, lien on and right of setoff against all of its right, title and interest in and to all accounts, chattel paper, deposit accounts, documents (as defined in the UCC), equipment, fixtures, general intangibles, Intellectual Property, instruments, insurance, inventory, investment property, letter-of-credit rights, money (as defined in the UCC) and other personal property and any supporting obligations related thereto, in each case, whether now owned or hereafter acquired, regardless of whether such property is in the future subdivided into one or more groups to separately secure Company's and each Subsidiary Grantor's obligations hereunder, including:

(a) the Mortgage Loans, including all future advances, if any, made with respect thereto;

(b) the Mortgage Loan Documents;

(c) all amounts payable to such Grantor pursuant to the Mortgage Loan Documents and all obligations owed to such Grantor in connection with the Mortgage Loans and the Mortgage Loan Documents;

(d) all Underlying Collateral, including all Acquired Property;

(e) all claims, suits, causes of action and any other right of such Grantor, whether known or unknown, against a Borrower, any Obligor or other obligor or any of their respective Affiliates, agents, representatives, contractors, advisors or any other Person arising under or in connection with the Mortgage Loans or the Mortgage Loan Documents or that is in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity arising under or in connection with the Mortgage Loan Documents or the transactions related thereto or contemplated thereby;

(f) all cash, securities and other property received or applied by or for the account of such Grantor under the Mortgage Loans, including all distributions received through redemption, consummation of a plan of reorganization, restructuring, liquidation or otherwise of a Borrower, Obligor or other obligor under or with respect to the Mortgage Loans, and any securities, interest, dividends or other property that may be distributed or collected with respect to any of the foregoing;

(g) the Company Accounts and any other accounts established by the Company pursuant to the Custodial and Paying Agency Agreement, and all amounts on deposit therein;

(h) the equity interests in all Ownership Entities, subject to the security interests in, lien on and right of setoff in favor of the Initial Member;

(i) all of such Grantor's right, title and interest in and to all insurance policies; and

(j) any and all distributions on, or proceeds or products of or with respect to, any of the foregoing, and the rights to receive such proceeds and products (all of the foregoing property described in this Section 3.1, the "Collateral").

This grant of a security interest in the Collateral is expressly intended to remain in full force and effect from the date hereof until the Secured Obligations, as such may be modified in connection with the amendment of this Agreement, the Purchase Money Notes Guaranty or any Ancillary Document, have been satisfied in full.

The Custodian, on behalf of the Collateral Agent, shall hold and retain possession of all of the Notes and all other Custodial Documents as set forth in Section 8.4 (except and to the extent the same are permitted to be removed from the Custodian's possession as provided in the Custodial and Paying Agency Agreement). The Company shall deliver to the Custodian within sixty (60) days after the Closing Date, (x) for each Mortgage Loan, an allonge, endorsed in blank, and executed by the Company (an "Allonge"), and (y) for each Mortgage Loan, a Mortgage Assignment, in blank, and executed by the Company. Such Allonges and Mortgage Assignments shall be held by the Custodian with the Notes and other Custodial Documents. Reasonable and customary expenses paid to third parties actually incurred by the Company in preparing and

delivering such Allonges and Mortgage Assignments shall constitute Pre-Approved Charges for purposes of the Custodial and Paying Agency Agreement. The Collateral Agent may use the Allonge to effect the endorsement of a Note or the Mortgage Assignment to effect the assignment of a mortgage to the Collateral Agent at any time if an Event of Default occurs and is continuing. Notwithstanding anything in this Agreement to the contrary, if the Company (acting by and through the Manager in accordance with the applicable provisions of the LLC Operating Agreement) elects to remove any MERS Registered Mortgage from the MERS® System in accordance with the LLC Operating Agreement and the Contribution Agreement, then the Company shall execute and deliver to the Collateral Agent or the Custodian, as the case might be, the Allonge and Mortgage Assignment described above in this Section 3.1 promptly after the removal of such MERS Registered Mortgage from the MERS® System and take such other action so as to cause such MERS Registered Mortgage and all Underlying Collateral relating to such MERS Registered Mortgage to be and remain subject to the first priority security granted pursuant to this Agreement.

Section 3.2 Mortgage Loan Defaults; Acquisition of Collateral.

(a) Discretion of the Company in Responding to Defaults of a Borrower.

Upon the occurrence of an event of default under any of the Mortgage Loan Documents, but subject to the other terms and conditions of this Agreement, the Company shall cause to be determined the response to such default and course of action with respect to such default, including (i) 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 the Collateral Agent in the applicable Mortgage Loan and the Underlying Collateral, (ii) the declaration and recording of a notice of such default and the acceleration of the maturity of the Mortgage Loan, (iii) the institution of Proceedings to foreclose the Mortgage Loan Documents securing the Mortgage Loan pursuant to the power of sale contained therein or through a judicial action, (iv) the institution of Proceedings against any Obligor, (v) the acceptance of a deed in lieu of foreclosure, (vi) the purchase of the real property Underlying Collateral at a foreclosure sale or trustee's sale or the purchase of the personal property Underlying Collateral at a UCC sale, and (vii) the institution or continuation of Proceedings to obtain a deficiency judgment against such Borrower or any Obligor.

(b) Acquisition of Collateral. Nothing in this Section 3.2 or anything else in this Agreement shall be deemed to affirmatively require any Grantor to cause to be acquired all or any portion of any Underlying Collateral with respect to which there exists any Environmental Hazard. Except as otherwise directed by the Company, the Company shall not permit the Servicer or any Subservicer to acquire or otherwise cause the Company or any subsidiary or other entity in which the Company owns any interest to acquire all or any portion of any Underlying Collateral having any actual or threatened Environmental Hazard known to the Company by foreclosure, deed in lieu of foreclosure, power of sale or sale pursuant to the UCC or otherwise.

Prior to acquisition of title to any commercial Underlying Collateral (whether by foreclosure, deed in lieu of foreclosure, by power of sale or by sale pursuant to the UCC, or otherwise), the Company shall, and prior to the acquisition of title to any residential Underlying Collateral (whether by foreclosure, deed in lieu of foreclosure, by power of sale or by sale pursuant to the UCC, or otherwise), the Company may cause to be commissioned with respect to such Underlying Collateral either (i) a Transaction Screen Process consistent with ASTM Standard E 1528-06, by an environmental professional or (ii) such other site inspections and assessments by a Person who regularly conducts environmental audits using customary industry standards as would customarily be undertaken or obtained by a prudent lender in order to ascertain whether there are any actual or threatened Environmental Hazards (a "Site Assessment"), and the cost of such Site Assessment shall be deemed to be a Servicing Expense as long as the costs for such Site Assessment were not paid to any Affiliate of the Company, or any Affiliate of the Servicer or any Subservicer.

If title to any Underlying Collateral with respect to which there exists any Environmental Hazard is to be acquired by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the UCC, or otherwise, title to such Underlying Collateral shall be taken and held in the name of an Ownership Entity, whether already in existence or formed by the Company for such purpose, provided that each Ownership Entity may only hold title to a single property constituting Underlying Collateral with respect to which there exists any Environmental Hazard known to the Company. The Company shall be the sole member of any Ownership Entity. The purposes of the Ownership Entity shall be to hold the Acquired Property pending sale, to complete construction, if any, of such Acquired Property and to operate the Acquired Property as efficiently as possible in order to minimize financial loss to the Company and the Collateral Agent and to sell the Acquired Property as promptly as practicable in a way designed to minimize financial loss to the Company and the Collateral Agent, in each case, in conformity with any applicable Business Plan.

(c) REO Property. If title to any REO Property is to be acquired by the Company by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the UCC, or otherwise, title to such REO Property shall be taken and held in the name of one or more Ownership Entities, whether already in existence or formed by the Company for such purpose. The Company shall be the sole member of any Ownership Entity. The purposes of the Ownership Entity shall be to hold the REO Property pending sale, to complete construction, if any, of such REO Property and to operate the REO Property as efficiently as possible in order to minimize financial loss to the Company and the Collateral Agent and to sell the REO Property as promptly as practicable in a way designed to minimize financial loss to the Company and the Collateral Agent, in each case, in conformity with any applicable Business Plan.

Section 3.3 Continuing Security Interest. This Agreement shall create a continuing security interest in any and all of the Collateral and shall remain in full force and effect until the termination of the Purchase Money Notes Guaranty in accordance with its terms and the satisfaction and discharge of all Secured Obligations in full. It is the intent of each Grantor and the Collateral Agent to create a continuing, perfected first priority security interest in the

Collateral for the benefit of the Secured Parties. The release of the security interest in any or all of the Collateral, the taking or acceptance of additional security, or the resort by the Collateral Agent to any security it may have in any order it may deem appropriate, shall not affect the liability of any Person on the Secured Obligations secured hereby or the security interest and Lien granted hereby (other than in respect of the released Collateral).

Section 3.4 Destruction of Collateral. No injury to, or loss or destruction of, the Collateral or any part thereof shall relieve any Grantor of any of its obligations hereunder or any of the Secured Obligations.

Section 3.5 Releases of Underlying Collateral. Each Grantor is authorized to cause the release or assignment of any Lien granted to or held by such Grantor on any Underlying Collateral, solely to the extent necessary, (a) upon a final, nonappealable order of a court of competent jurisdiction permitting or directing disposition thereof, (b) upon payment of any Mortgage Loan in full and satisfaction in full of all of the secured obligations with respect to a Mortgage Loan or upon receipt of a discounted payoff as payment in full of a Mortgage Loan, (c) as is necessary in connection with the foreclosure on a Mortgaged Property, acceptance of a deed in lieu thereof or modification or restructuring of the terms thereof, (d) in connection with such Grantor's sale of a Mortgage Loan or any Underlying Collateral or (e) in the case of condominium units, individual land parcels and similar portions of the Underlying Collateral, as are permitted in, and to the extent required by, the applicable Mortgage Loan Documents; provided, however, that any such transaction is consistent with the Business Plan and the proceeds of such sale or disposition are applied in accordance with the Priority of Payments.

Section 3.6 Financing Statements. Each Grantor hereby irrevocably authorizes, and ratifies and retroactively authorizes any filing made on or prior to the date hereof, the filing, at any time and from time-to-time, of any financing statements or continuation statements, and amendments to such financing statements or any similar document in such jurisdictions and with such filing offices as the Collateral Agent may determine are necessary or advisable to perfect the security interest granted to it hereunder. Such financing statements may indicate the Collateral as all assets of such Grantor or words of similar effect as being of any equal or lesser scope or with greater detail or in any other manner as the Collateral Agent may determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein pursuant to the terms hereof.

Section 3.7 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent its lawful attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, and with full power of substitution in the premises (which power of attorney, being coupled with an interest, is irrevocable for so long as this Agreement shall be in effect), from time-to-time in the Collateral Agent's discretion, following a failure by the Company to satisfy promptly its obligations pursuant to Section 3.1, Section 3.2, Section 4.10 or Section 4.11 of the Contribution Agreement as it relates to the preparing, furnishing, executing and/or recording of all relevant Transfer Documents and other documents as might be reasonably necessary to satisfy the transfer and

recording obligations of the Company pursuant to Section 3.1, Section 3.2, Section 4.10 or Section 4.11 of the Contribution Agreement, to execute, furnish and record all relevant Transfer Documents and other documents as might be reasonably necessary to satisfy such transfer and recording obligations of the Company.

ARTICLE IV **Events of Default**

Section 4.1 **Events of Default**. Any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an "Event of Default" hereunder:

(a) the receipt by the Company or Private Owner or Manager, as applicable, from the Initial Member of notice of the occurrence and continuance beyond any applicable cure periods of an "Event of Default" (pursuant to and as defined in the LLC Operating Agreement); or

(b) any material breach of a representation or warranty made by the Company in this Agreement, which remains unremedied for a period of thirty (30) days or more after the date on which written notice of such breach requiring the same to be remedied shall have been given to the Company; or

(c) the failure of the Company or the Manager to cause the liquidation of the Mortgage Loans and any Acquired Property in accordance with Section 11.2 upon the exercise of the rights of the Initial Member and the Purchase Money Notes Guarantor in Section 11.1; or

(d) any failure by the Company to cause the payment of any fees and expenses of the Custodian and the Paying Agent when due, which failure continues unremedied for a period of thirty (30) days or more after the date on which written notice of such failure requiring the same to be remedied shall have been given to the Company; or

(e) any amount payable under Section 2.1 or Section 8.19 of this Agreement (including interest accrued through and including the Determination Date immediately preceding the Distribution Date on which such amount becomes payable) is not paid in full for any three (3) Distribution Dates occurring in a twelve (12) month period; or

(f) any other failure (other than those specified in any of subsections (a) through (e) above) on the part of the Company duly to observe or perform in any material respect any other covenants or agreements on the part of the Company contained in this Agreement (including any obligations imposed upon any Servicer or Subservicer but excluding any failure to pay any amount payable pursuant to Section 2.1), which continues unremedied for

a period of thirty (30) days or more after the date on which written notice of such failure requiring the same to be remedied shall have been given to the Company; provided, however, that in the case of a failure that cannot be cured within thirty (30) days, the cure period shall be extended for an additional thirty (30) days if the Company can demonstrate to the reasonable satisfaction of the Purchase Money Notes Guarantor that the Company is diligently pursuing remedial action.

ARTICLE V **Remedies**

Section 5.1 Remedies.

(a) If an Event of Default shall have occurred and be continuing:

(i) The Purchase Money Notes Guarantor shall, upon the occurrence of an Event of Default, notify the Paying Agent thereof, and the Purchase Money Notes Guarantor, may in its sole discretion cause the Noteholders to declare the Purchase Money Notes to be immediately due and payable, by a notice in writing to the Company and the Paying Agent, and upon any such declaration the aggregate Notes Principal Balance, together with all other accrued and unpaid amounts in respect thereof through the date of acceleration, shall become immediately due and payable; provided, however, that with respect to an Event of Default due to the occurrence of any Insolvency Event (without regard to any cure period other than as may be provided for in the definition of Insolvency Event) with respect to the Company, the aggregate Notes Principal Balance shall automatically become immediately due and payable;

(ii) The Purchase Money Notes Guarantor may institute Proceedings for the collection of all amounts then payable by the Company pursuant to Section 2.1 of this Agreement and the Collateral Agent may institute Proceedings for the collection of all other amounts then payable by the Company pursuant to this Agreement, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Company moneys adjudged due;

(iii) The Collateral Agent may institute Proceedings from time-to-time for the complete or partial foreclosure of the Collateral or collateral pursuant to any other Collateral Document;

(iv) The Collateral Agent may exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Collateral Agent;

(v) The Collateral Agent may sell the Collateral or any portion thereof or rights or interest therein;

(vi) If an "Event of Default" pursuant to and as defined in the LLC Operating Agreement has occurred, the Purchase Money Notes Guarantor may direct the Initial

Member to exercise its right, and the Initial Member shall exercise such right, pursuant to the LLC Operating Agreement to terminate the Servicer (and any Subservicer) and cause the Manager to enter into a new Servicing Agreement with a servicer (a "Successor Servicer") selected by the Initial Member (in its sole and absolute discretion);

(vii) If an "Event of Default" pursuant to and as defined in the LLC Operating Agreement has occurred, the Purchase Money Notes Guarantor may direct the Initial Member to exercise its right, and the Initial Member shall exercise its right, pursuant to the LLC Operating Agreement to terminate the existing Manager and appoint a new Manager selected by the Initial Member (in its sole and absolute discretion);

(viii) The Initial Member may institute Proceedings from time-to-time for the complete or partial foreclosure of any equity interests in the Company that have been pledged to the Initial Member pursuant to the LLC Operating Agreement to secure the Company's obligations thereunder;

(ix) If an "Event of Default" pursuant to and as defined in the LLC Operating Agreement has occurred, the Purchase Money Notes Guarantor may direct the Initial Member to exercise its right, and the Initial Member shall exercise its right, pursuant to the LLC Operating Agreement, to require the Private Owner to sell its equity interest to the Initial Member or its designee for fair market value in accordance with Section 3.14 of the LLC Operating Agreement; and

(x) The Collateral Agent may institute Proceedings for the collection of all amounts then payable by any Subsidiary Grantor pursuant to Article VI of this Agreement for the enforcement of any judgment and for the collection from such Subsidiary Grantor of any monies adjudged due.

(b) Appointment of Successor Servicer. If the Initial Member exercises its right to appoint a Successor Servicer pursuant to Section 5.1(a)(vi), the costs and expenses associated with such Successor Servicer (including any servicing fees) shall be borne by the Manager (and not the Initial Member or the Company), and no termination or other fee shall be due to the Manager or the Servicer or any Subservicer in connection with or as a result of any such action. All authority and power of the Manager to act with respect to the terminated Servicer shall pass to and be vested in the Initial Member pursuant to this Article V and, without limitation, the Initial Member is hereby authorized and empowered, as attorney-in-fact or otherwise, to execute and deliver, on behalf of and at the expense of the Manager, any and all documents and other instruments and to do or take any and all acts necessary or appropriate to effect the termination of the Servicer and the replacement of the Servicer with a Successor Servicer.

(c) Cooperation to Facilitate Transfer. In any event, if a Servicer or Subservicer is terminated pursuant to the provisions of this Article V, the Manager shall, and shall cause any Servicer (and any Subservicer) to, provide the Initial Member and the Purchase

Money Notes Guarantor and any successor Servicer in a timely manner with all documents, records and data (including electronic documents, records and data) requested by the Initial Member, the Purchase Money Notes Guarantor or any Successor Servicer to enable it and any Successor Servicer to assume the responsibilities as servicer, and to cooperate with the Initial Member and the Purchase Money Notes Guarantor in effecting the termination of any Servicer (or Subservicer), including (i) the transfer within one (1) Business Day of all cash amounts that, at the time, shall be or should have been credited to the Collection Account or are thereafter received with respect to any Mortgage Loans or Acquired Property, (ii) the transfer of all lockbox accounts with respect to which payments or other amounts with respect to the Mortgage Loans are directed or the redirection of all such payments and other amounts to such account as the Initial Member or the Purchase Money Notes Guarantor might specify, and (iii) the assignment to the Collateral Agent of the right to access all such lockbox accounts, the Company Accounts and any other account into which Mortgage Loan Proceeds or Borrower escrow or other payments are deposited or held; provided, however, that the documents, records and data delivered by the Servicer (and any Subservicer) to the Initial Member and the Purchase Money Notes Guarantor and any successor Servicer pursuant to this Section 5.1(c) shall be limited to those documents in such Servicer's possession at the time of such transfer or which the Servicer acquires thereafter and shall not include or be deemed to include any documents, records or data in the possession of the Custodian. The Manager shall be liable for all costs and expenses incurred by the Initial Member, the Purchase Money Notes Guarantor and the Collateral Agent (I) associated with the complete transfer of the servicing data, (II) associated with the completion, correction or manipulation of servicing data as may be required to correct errors or insufficiencies in the servicing data to enable the Collateral Agent and any successor Servicer (and any Subservicer) to service the Mortgage Loans and Acquired Property properly and effectively, and (III) to retain and maintain the services of a Successor Servicer (and any Subservicer). Within a reasonable time after receipt of a written request of the Manager for the same, the Initial Member, the Purchase Money Notes Guarantor and the Collateral Agent shall provide reasonable documentation evidencing such costs and expenses.

Section 5.2 Application of Proceeds. If the Collateral Agent collects any money or property pursuant to Section 5.1 of this Agreement, it shall pay out the money in the order set forth in the Priority of Payments, notwithstanding anything in the Purchase Money Note, the Purchase Money Notes Guaranty, the Servicing Agreement or the Contribution Agreement to the contrary.

Section 5.3

Sale of Collateral.

(a) The power to effect any sale or other disposition (a "Sale") of any portion of the Collateral shall not be exhausted by any one or more Sales as to any portion of the Collateral remaining unsold, but shall continue unimpaired until the entire Collateral shall have been sold or all Secured Obligations shall have been paid. The Collateral Agent from time-to-time may postpone any public Sale by public announcement made at the time and place of such Sale. The Collateral Agent hereby expressly waives its right to any amount fixed by law as compensation for any Sale.

(b) In connection with a Sale of all or any portion of the Collateral:

(i) The Collateral Agent may bid for and purchase the property offered for Sale, and upon compliance with the terms of Sale may hold, retain and possess and dispose of such property, without further accountability;

(ii) The Collateral Agent may bid for and acquire the property offered for Sale in connection with any Sale thereof, and, subject to any requirements of, and to the extent permitted by, applicable Law in connection therewith, may purchase all or any portion of the Collateral in a private sale, and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting the gross Sale price against the sum of (A) the amount which would be distributable to the Collateral Agent as a result of such Sale in accordance with Section 5.2 on the Distribution Date next succeeding the date of such Sale and (B) the expenses of the Sale and of any Proceedings in connection therewith which are reimbursable to it;

(iii) The Collateral Agent shall execute and deliver an appropriate instrument of conveyance prepared by the Servicer transferring its interest in any portion of the Collateral in connection with a Sale thereof;

(iv) The Collateral Agent is, pursuant to Section 13.1 of this Agreement, appointed the agent and attorney-in-fact of each Grantor to transfer and convey its interest in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale; and

(v) No purchaser or transferee at such a Sale shall be bound to ascertain the Collateral Agent's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

Section 5.4 No Impairment of Action. The Collateral Agent's right to seek and recover judgment pursuant to this Agreement shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Agreement. Neither the Lien of this Agreement nor any rights or remedies of the Collateral Agent shall be impaired by the recovery of any judgment by the Collateral Agent against any Grantor or by the levy of any execution under such judgment upon any portion of the Collateral or upon any of the assets of such

Grantor. Any money or property collected by the Collateral Agent shall be applied in accordance with Section 5.2.

Section 5.5 Remedies Cumulative; Waiver. Each of the Collateral Agent's, the Purchase Money Notes Guarantor's and the Initial Member's rights pursuant to this Agreement shall be in addition to, and not in limitation or exclusion of, any other rights and remedies that it may have (whether by operation of law, in equity, under contract or otherwise) and without prejudice and in addition to any right of setoff, recoupment, combination of accounts, Lien or other right to which it is at any time entitled. Each of the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member may enforce any of its remedies pursuant to this Agreement successively or concurrently in its sole discretion. No delay or failure on the part of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member to exercise any right or remedy to which it may become entitled hereunder upon an Event of Default shall constitute abandonment or waiver of any such right and the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member shall be entitled to exercise such right or remedy at any time during the continuance of an Event of Default.

Section 5.6 Waiver of Certain Rights and Remedies. To the extent permitted under applicable Law, each Grantor hereby waives all rights and remedies of a debtor or grantor under the UCC or other applicable Law, and all formalities prescribed by law relative to the sale or disposition of the Collateral (other than notice of sale and any other formalities expressly provided in this Agreement), after the occurrence and during the continuation of an Event of Default and, except as otherwise set forth herein, all other rights and remedies of such Grantor with respect thereto.

ARTICLE VI **Guaranty**

Section 6.1 Guaranty.

(a) Each Grantor hereby, jointly and severally, unconditionally and irrevocably, guaranties to the Collateral Agent, for the benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Company when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

(b) Anything herein or in any other Ancillary Document to the contrary notwithstanding, the maximum liability of each Grantor hereunder and under the Ancillary Documents shall in no event exceed the amount which can be validly guarantied by such Grantor, if any, under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 6.2 of this Agreement).

(c) Each Grantor agrees that the Secured Obligations may at any time and

from time-to-time exceed the amount of the liability of such Grantor hereunder without impairing the guaranty contained in this Section 6.1 or affecting the rights and remedies of the Secured Parties pursuant to this Agreement.

(d) The guaranty contained in this Section 6.1 shall remain in full force and effect until the termination of this Agreement, notwithstanding that from time-to-time prior thereto, the Company may be free from any Secured Obligations.

(e) No payment made by the Company, any Grantor, any other guarantor or any other Person or received or collected by the Secured Parties from the Company, any Grantor, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time-to-time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Grantor pursuant to this Agreement, which shall remain, notwithstanding any such payment (other than any payment made by such Grantor in respect of the Secured Obligations or any payment received or collected from such Grantor in respect of the Secured Obligations), liable for the Secured Obligations up to the maximum liability of such Grantor pursuant to this Agreement until the termination of this Agreement.

Section 6.2 Right of Contribution. Each Grantor hereby agrees that to the extent that a Grantor shall have paid more than its proportionate share of any payment made hereunder, such Grantor shall be entitled to seek and receive contribution from and against any other Grantor hereunder which has not paid its proportionate share of such payment. Each Grantor's right of contribution shall be subject to the terms and conditions of Section 6.3. The provisions of this Section 6.2 shall in no respect limit the obligations and liabilities of any Grantor to the Secured Parties, and each Grantor shall remain liable to the Secured Parties for the full amount guaranteed by such Grantor pursuant to this Agreement.

Section 6.3 No Subrogation. Notwithstanding any payment made by any Grantor hereunder or any set-off or application of funds of any Grantor by the Secured Parties, no Grantor shall be entitled to be subrogated to any of the rights of the Secured Parties against the Company or any other Grantor or any collateral security or guaranty or right of offset held by any Secured Party for the payment of the Secured Obligations, nor shall any Grantor seek or be entitled to seek any contribution or reimbursement from the Company or any other Grantor in respect of payments made by such Grantor hereunder, until the termination of this Agreement. If any amount shall be paid to any Grantor on account of such subrogation, contribution or reimbursement rights at any time when all of the Secured Obligations shall not have been paid in full, such amount shall constitute Mortgage Loan Proceeds and shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, immediately upon receipt by such Grantor, be deposited into the Collection Account, to be applied in accordance with the Priority of Payments.

Section 6.4 Amendments, etc. with Respect to the Secured Obligations. Each Grantor shall remain obligated pursuant to this Agreement notwithstanding that, without any

reservation of rights against any Grantor and without notice to or further assent by any Grantor, any demand for payment of any of the Secured Obligations made by the Collateral Agent or the Purchase Money Notes Guarantor may be rescinded by such Person and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time-to-time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Collateral Agent or the Purchase Money Notes Guarantor, and the Purchase Money Notes Guaranty, the Purchase Money Notes and the other Ancillary Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Collateral Agent or the Purchase Money Notes Guarantor may deem reasonably advisable from time-to-time, and any collateral security, guaranty or right of offset at any time held by the Collateral Agent for the payment of the Secured Obligations may be sold (in the case of any such collateral security), exchanged, waived, surrendered or released. The Collateral Agent shall not have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guaranty contained in this Article VI or any property subject thereto.

Section 6.5 Guaranty Absolute and Unconditional. Each Grantor waives any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Collateral Agent upon the guaranty contained in this Article VI or acceptance of the guaranty contained in this Article VI; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended, modified or waived, in reliance upon the guaranty contained in this Article VI and the grant of the security interests pursuant to Section 3.1; and all dealings between the Company and any of the Grantors, on the one hand, and the Collateral Agent, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guaranty contained in this Article VI and the grant of the security interests pursuant to Section 3.1. Each Grantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Company or any of the Grantors with respect to the Secured Obligations. Each Grantor understands and agrees that the guaranty contained in this Article VI and the grant of the security interests pursuant to Section 3.1 shall be, and shall be construed to be, a continuing, absolute and unconditional guaranty of payment and performance without regard to (a) the validity or enforceability of the Purchase Money Notes Guaranty, the Purchase Money Notes or any other Ancillary Document, any of the Secured Obligations or any other collateral security therefor or guaranty or right of offset with respect thereto at any time or from time-to-time held by the Collateral Agent, for the benefit of the Secured Parties, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Company or any other Person against the Collateral Agent, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Company or such Grantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Company for the Secured Obligations, or of such Grantor under the guaranty contained in this Article VI and the grant of the security interests pursuant to Section 3.1, in bankruptcy or in any other instance. When making any demand hereunder or otherwise

pursuing its rights and remedies hereunder against any Grantor, the Collateral Agent may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Company, any Grantor or any other Person or against any collateral security or guaranty for the Secured Obligations or any right of offset with respect thereto, and any failure by the Collateral Agent to make any such demand, to pursue such other rights or remedies or to collect any payments from the Company, any Grantor or any other Person or to realize upon any such collateral security or guaranty or to exercise any such right of offset, or any release of the Company, any Grantor or any other Person or any such collateral security, guaranty or right of offset, shall not relieve any Grantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Collateral Agent against any Grantor. For the purposes of this Agreement, "demand" shall include the commencement and continuance of any legal Proceedings.

Section 6.6 Reinstatement. The guaranty contained in this Article VI shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Collateral Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any Grantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company or any Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

Section 6.7 Payments. Each Grantor hereby guaranties that payments pursuant to this Article VI will constitute Mortgage Loan Proceeds and shall be deposited into the Collection Account, to be applied in accordance with the Priority of Payments.

Section 6.8 Information. Each Grantor assumes all responsibility for being and keeping itself reasonably informed of the Company's and each other Grantor's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Secured Obligations and the nature, scope and extent of the risks that such Grantor assumes and incurs hereunder, and agrees that neither the Collateral Agent nor any other Secured Party will have any duty to advise such Grantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE VII

Representations And Warranties

Section 7.1 Representations and Warranties. Each Grantor hereby represents and warrants to the Purchase Money Notes Guarantor and the Collateral Agent as of the date hereof and at all times while the Secured Obligations remain unsatisfied and undischarged in full, that:

(a) This Agreement has been duly executed by such Grantor and constitutes a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in

accordance with its terms, except as such enforceability may be limited by the Debtor Relief Laws and by general principles of equity;

(b) There are no actions, suits, Proceedings, claims or disputes pending or, to the knowledge of such Grantor, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority affecting such Grantor or any of its properties or revenues that may adversely affect the grant by such Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral, or the exercise by the Collateral Agent or the Purchase Money Notes Guarantor of any of its rights or remedies hereunder;

(c) The Grantors are and shall be at all times the sole and exclusive owners of, or otherwise have and will have rights in, the Collateral free and clear of any Lien other than Liens in favor of the Collateral Agent and other Liens expressly permitted pursuant to the Ancillary Documents. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral (except in favor of the Collateral Agent) is on file in any recording or filing office;

(d) The transactions provided for in this Agreement (i) have been duly authorized by all requisite limited liability company action, and (ii) do not and shall not (A) violate (1) any applicable provision of any Law or of the certificate of formation or operating agreement of such Grantor, (2) any order of any Governmental Authority or arbitrator or (3) any material provision of any indenture or any agreement or other instrument to which such Grantor is a party or by which it or the Collateral is or may be bound, (B) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default pursuant to any such indenture or agreement or other instrument, (C) result in the creation or imposition of any security interest in or Lien upon the Collateral (other than the security interest and Lien created thereon pursuant to this Agreement) or (D) require the consent of any party for the granting of the security interest created hereby;

(e) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other regulatory body, or any other Person, is required on the date hereof for (i) the due execution, delivery and performance by such Grantor of this Agreement, (ii) the grant by such Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by the Collateral Agent or the Purchase Money Notes Guarantor of any of its rights and remedies hereunder. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other regulatory body, or any other Person, is required for the perfection of the security interest purported to be created hereby in the Collateral, except for the (A) filing of a UCC-1 financing statement properly describing the Collateral and identifying such Grantor and the Collateral Agent in the applicable jurisdiction required pursuant to the UCC, (B) execution and delivery of the Account Control Agreements pursuant to the UCC, (C) execution and delivery by the Custodian of the Custodial and Paying Agency Agreement containing an acknowledgment by the Custodian that it holds possession of the Custodial Documents for the Collateral Agent's benefit, and (D) taking of any action required to maintain continuing perfection with respect to proceeds which cannot be

perfected by the filing of financing statements under the UCC (subclauses (A), (B), (C) and (D), each a "**Perfection Requirement**" and collectively, the "**Perfection Requirements**"); and

(f) This Agreement creates a legal, valid and enforceable security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, as security for the Secured Obligations. The compliance with the Perfection Requirements will result in the perfection of such security interests. After compliance with the Perfection Requirements, such security interests, including in the case of Collateral in which such Grantor obtains rights after the date hereof, shall be perfected, first priority security interests. Such Perfection Requirements and all other action necessary or desirable to perfect and protect such security interest have been duly made or taken, except for the other filings and recordations and actions described in Section 7.1(e) above.

ARTICLE VIII **Covenants**

Section 8.1 **Company Accounts**. The Company shall establish and maintain with the Paying Agent the Company Accounts (excluding the Escrow Accounts, which shall be established and maintained by the Servicer).

Section 8.2 **Grantor Status; Licensing**. The Company shall, at all times, constitute a limited liability company organized under the laws of the State of Delaware and a Single Purpose Entity. Each Subsidiary Grantor shall at all times be a Single Purpose Entity. As soon as reasonably practical after the Closing Date, the Company (on its own behalf or, if applicable, on behalf of the Ownership Entities which hold Acquired Property) shall apply for and, thereafter, use its reasonable best efforts to obtain as quickly as possible, and maintain, all such licenses as are required to conduct its business, including qualifications to conduct business in jurisdictions other than Delaware and licenses to purchase, own or service the Mortgage Loans and, if applicable, operate, manage, lease and dispose of Acquired Property, if the failure to so obtain such licenses would reasonably be expected to result in the imposition of fines, penalties or other liabilities on the Company, claims and defenses being asserted against the Company (including counterclaims and defense asserted by Borrowers), or materially adversely affect the Company or the Company's ability to foreclose on the Underlying Collateral securing or otherwise realize the full value of any Mortgage Loan or Acquired Property.

Section 8.3 **LLC Operating Agreement**. The Company (a) shall at all times have in effect and be subject to the LLC Operating Agreement, (b) except as is otherwise expressly permitted therein, shall not amend or modify in any material respect the LLC Operating Agreement without the prior written approval of the Purchase Money Notes Guarantor, and (c) shall not enter into or allow itself to become subject to any other constituent documents inconsistent with any terms of the LLC Operating Agreement.

Section 8.4 Custodian. The Company shall retain the Custodian and shall enter into and at all times be a party to a Custodial and Paying Agency Agreement with the Custodian. The Custodian at all times shall have custody and possession of the Notes and other Custodial Documents to the extent required pursuant to the Custodial and Paying Agency Agreement. At no time shall the Company have more than one Custodian. The fees and expenses paid to the Custodian shall be no more than market rates and the Custodian shall be terminable by the Purchase Money Notes Guarantor upon no more than thirty (30) days notice without cause thereunder. In the event that the Company (or any Servicer or Subservicer) removes any Notes or other Custodial Documents from the possession of the Custodian (which shall be done only in accordance with the Custodial and Paying Agency Agreement), (a) any loss or destruction of or damage to such Notes or Custodial Documents shall be the liability of the Company (who, along with the Servicer and any Subservicer shall be responsible for safeguarding such Notes and Custodial Documents), and (b) such Notes and Custodial Documents shall be returned to the Custodian within the time provided under the UCC to maintain the Collateral Agent's perfection thereof by possession. If any Notes or other Custodial Documents are removed in connection with the modification or restructuring of a Mortgage Loan, the modified or restructured Notes and other Custodial Documents removed in connection therewith shall be returned to the Custodian as soon as possible following the completion of the restructuring or modification (and, in any event, in accordance with clause (b) of the immediately preceding sentence). The Company shall ensure that the Purchase Money Notes Guarantor receives a copy of each demand, notice or other communication given pursuant to the Custodial and Paying Agency Agreement at the time that such notice or other communication is given thereunder.

Section 8.5 Compliance with Law. Each Grantor shall, at all times, comply with applicable Law in connection with the performance of its obligations pursuant to this Agreement.

Section 8.6 Servicer. The Company shall at all times cause the Servicing Obligations to be performed by a Servicer or a Subservicer, each of which shall be a Qualified Servicer.

Section 8.7 Certain Restrictions. The Company shall not:

(a) at any time, without limiting its obligation to constitute a Single Purpose Entity, incur any Indebtedness (other than the Excess Liquidity Advances and Indebtedness evidenced by the Purchase Money Notes and pursuant to this Agreement);

(b) dissolve or liquidate at any time prior to such time as the Company makes the Final Distribution and this Agreement is terminated;

(c) (i) file a voluntary petition for bankruptcy, (ii) file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, (iii) make an assignment for the benefit of creditors, (iv) seek, consent or acquiesce in the appointment of a trustee, receiver or liquidator for all or any substantial part of its properties, (v) file an answer or other pleading admitting or failing to contest the material allegations of (A) a petition filed against it in any proceeding described in

clause (i) through (iv), or (B) any order adjudging it a bankrupt or insolvent or for relief against it in any bankruptcy or insolvency proceeding, or (vi) allow itself to become unable to pay its obligations as they become due or allow the sum of its debts to be greater than all of its property, at a fair valuation; or

(d) place or permit (voluntarily or involuntarily) any Lien to be placed on any of the Collateral (other than the security interest granted to the Collateral Agent hereunder and Liens expressly permitted pursuant to the Ancillary Documents), or take any action to interfere with the Collateral Agent's rights as a secured party with respect to the Collateral.

Section 8.8 Change in Jurisdiction, Name, Location or Identity. Subject to **Section 8.2**, in the case of the Company, each Grantor agrees to provide the Collateral Agent with not less than ten (10) days' prior written notice of any change (a) in the jurisdiction in which it is organized, (b) in its company name, (c) in the location of its principal place of business, or (d) in its federal taxpayer identification number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC (or Uniform Commercial Code in effect in such jurisdiction) or otherwise that are required in order for the Collateral Agent, following such change, to continue to have a valid, legal and perfected first priority security interest in the Collateral to the extent a security interest therein may be perfected by filing pursuant to the UCC (or Uniform Commercial Code in effect in such jurisdiction).

Section 8.9 Payment of Principal on Purchase Money Note; Reimbursement of Collateral Agent. The Company shall duly and punctually pay, or cause the Custodian to pay, the principal and interest of the Purchase Money Notes as such principal and interest comes due in accordance with the terms of the Purchase Money Notes, this Agreement and the Custodial and Paying Agency Agreement. On each Distribution Date, the Company shall direct the Custodian to distribute amounts on deposit in the Distribution Account to the Collateral Agent in payment of any amounts owed by the Company to the Purchase Money Notes Guarantor or Collateral Agent pursuant to this Agreement, subject to the priority of payments set forth in Section 5.1 of the Custodial and Paying Agency Agreement.

Section 8.10 Protection of Collateral; Further Assurances. From time-to-time, at its cost and expense, each Grantor promptly shall execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Collateral Agent may reasonably request, in order to perfect, to ensure the continued perfection of, and to protect the assignment and security interest granted or intended to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

Section 8.11 Guaranties and Mortgages. If any Subsidiary (as such term is defined in the LLC Operating Agreement) of the Company acquires any REO Property after the Closing Date, then, within fifteen (15) Business Days after written demand by the Purchase Money Notes Guarantor, the Company promptly shall cause such Subsidiary to execute and deliver to the

Collateral Agent (in addition to the Joinder Agreement provided for in Section 8.12) an REO Mortgage with respect to such REO Property in favor of the Collateral Agent for the benefit of the Secured Parties in form and substance satisfactory to the Collateral Agent (which mortgage shall (a) secure all of the Secured Obligations (or, in jurisdictions with a mortgage recording tax that would be payable on the full amount of the Secured Obligations, such portion or components of the Secured Obligations as the Collateral Agent shall reasonably require), (b) provide for a release price (or, in the case of REO Property consisting of condominiums or cooperative units or separate land parcels, release prices for individual units or parcels) based on the Business Plan or otherwise satisfactory to the Collateral Agent and (c) shall contain such other provisions (in addition to those included in the Mortgage Loan Documents) as the Collateral Agent shall require in light of the particular nature or characteristics of such REO Property). Such REO Mortgage shall be accompanied by such related documentation and deliveries as the Collateral Agent reasonably may request, each in form and substance satisfactory to the Collateral Agent, including, without limitation, opinions of counsel, lender's policies of title insurance (together with all endorsements thereto reasonably required by the Collateral Agent, including endorsements with respect to future advances), amendments to the Ancillary Documents deemed necessary or advisable by the Collateral Agent to reflect the particular nature and characteristics of the REO Property in question and the requirements of local law and such additional items as an institutional lender would customarily require in a construction or permanent, as applicable, loan transaction involving a property similar to such REO Property (all of the foregoing to be in form and substance satisfactory to the Collateral Agent). Such REO Mortgage shall be duly recorded or filed in such manner and in such places as are required by applicable law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent granted pursuant to such REO Mortgage, and all taxes, fees and other charges payable in connection therewith shall be paid in full. The cost of preparing, negotiating and recording such REO Mortgage (including mortgage recording taxes) and the costs associated with such additional documentation and deliverables shall be Servicing Expenses. At the Company's request, the Collateral Agent shall prepare and deliver to the Company a form of REO Mortgage that (with such modifications as the Collateral Agent shall agree to in its sole discretion) shall serve as a model for subsequent REO Mortgages (subject to changes necessary or advisable, in the Collateral Agent's judgment, to reflect local law and the particular nature and characteristics of the REO Property in question). Notwithstanding anything to the contrary contained in the foregoing, with respect to Acquired Property consisting of REO Property on the date hereof, the Company shall deliver (and/or shall cause the applicable Ownership Entity to deliver) to the Collateral Agent the REO Mortgages and other items required to be delivered pursuant to this Section 8.11 within thirty (30) days after the Closing Date.

Section 8.12 Additional Grantors. If the Company shall form any Subsidiary, the Company shall cause such Subsidiary to become a Subsidiary Grantor pursuant to this Agreement, such Subsidiary shall execute and deliver to the Collateral Agent a Joinder Agreement substantially in the form of Exhibit A and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected

or diminished by the addition or release of any other Grantor hereunder, nor by any election of the Collateral Agent not to cause any Subsidiary (as defined in the LLC Operating Agreement) of the Company to become a Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

Section 8.13 Transaction with Affiliates. No Grantor shall enter into any transaction with any Affiliate, except as expressly permitted pursuant to Section 3.5 of the LLC Operating Agreement, without the prior written consent of the Collateral Agent.

Section 8.14 Books and Records; Reports; Certifications; Audits.

(a) Maintenance of Books and Records. The Company shall cause to be kept and maintained (including by the Servicer and any Ownership Entity and including records transferred by the Receiver to the Company in connection with its conveyance of the Mortgage Loans and any Acquired Property to the Company pursuant to the Contribution Agreement), at all times, at the Company's chief executive office, a complete and accurate set of files, books and records regarding the Collateral, the Mortgage Loans, the Underlying Collateral and the Acquired Property and the Company's, any Ownership Entity's and the Collateral Agent's interests in the Collateral, the Mortgage Loans, the Underlying Collateral and the Acquired Property, including records relating to the Company Accounts and the disbursement of all Mortgage Loan Proceeds. This obligation to maintain a complete and accurate set of records shall encompass all files in the Company's custody, possession or control pertaining to the Collateral, the Mortgage Loans, the Underlying Collateral and the Acquired Property, including (except as required to be held by the Custodian pursuant to the Custodial and Paying Agency Agreement) all original and other documentation pertaining to the Collateral, the Mortgage Loans, the Underlying Collateral and the Acquired Property, all documentation relating to items of income and expense pertaining to the Collateral, the Mortgage Loans, the Underlying Collateral and the Acquired Property, and all of the Company's (and the Servicer's and each Subservicer's) internal memoranda pertaining thereto. The books of account shall be maintained in a manner that provides sufficient assurance that: (i) transactions of the Company are executed in accordance with the general or specific authorization of the Manager consistent with the provisions of the LLC Operating Agreement and the other Ancillary Documents; and (ii) transactions of the Company are recorded in such form and manner as will (A) permit preparation of federal, state and local income and franchise tax returns and information returns in accordance with the LLC Operating Agreement and the other Ancillary Documents and as required by Law; (B) permit preparation of the Company's financial statements in accordance with GAAP and as otherwise set forth in the LLC Operating Agreement and the other Ancillary Documents; and (C) maintain accountability for the Company's assets.

(b) Retention of Books and Records. The Company 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 Closing Date or three (3) years after the date on which the Final Distribution is made. All such books and records shall be available during such period for inspection by the Collateral

Agent or the Purchase Money Notes Guarantor or their respective representatives (including any Governmental Authority) and agents at the chief executive office of the Company at all reasonable times during business hours on any Business Day (or, in the case of any such inspection after the term hereof, at such other location as is provided by notice to the Collateral Agent and the Purchase Money Notes Guarantor), in each instance upon not less than two (2) Business Days' prior notice to the Company unless an Event of Default shall have occurred and be continuing. Upon request by the Collateral Agent or the Purchase Money Notes Guarantor, the Company, at the sole cost and expense of the Collateral Agent or the Purchase Money Notes Guarantor, as the case might be, promptly shall send copies (the number of copies of which shall be reasonable) of such books and records to the Collateral Agent or the Purchase Money Notes Guarantor. The Company shall provide the Collateral Agent and the Purchase Money Notes Guarantor with reasonable advance notice of the Company's intention to destroy or dispose of any documents or files relating to the Mortgage Loans and, upon the request of the Collateral Agent or the Purchase Money Notes Guarantor, shall allow such Person, at its own expense, to recover the same from the Company.

(c) Reporting.

(i) As soon as practicable following, but no later than ninety (90) days immediately after, the end of each Fiscal Year (as such term is defined in the LLC Operating Agreement), commencing with respect to the 2010 Fiscal Year, the Company shall deliver, subject to the provisions of subsection (h) below, to each of the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor an audited consolidated balance sheet of the Company and its Subsidiaries as at the end of such Fiscal Year, and audited consolidated statements of operations and cash flow of the Company and its Subsidiaries for such Fiscal Year, each prepared in accordance with GAAP and accompanied by the Accountants' report thereon, which shall be certified in the customary manner by the Accountants.

(ii) As soon as practicable following, but no later than thirty (30) days immediately after, the end of each quarter of each Fiscal Year (other than the last quarter of such Fiscal Year, and commencing with the calendar quarter ending on or about March 30, 2011), the Company shall deliver, subject to the provisions of subsection (h) below, to the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor an unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such calendar quarter and an unaudited consolidated statements of operations and cash flow of the Company and its Subsidiaries for such calendar quarter (and, for the first such report, also covering the period from the Closing Date through the end of such calendar quarter), each prepared in accordance with GAAP.

(iii) The Company shall cause to be delivered, subject to the provisions of subsection (h) below, to the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor such information as is specified in Exhibit B of the LLC Operating Agreement and such other information relating to the Mortgage Loans, the Underlying Collateral, the Company, the Servicers and any Subservicer as the Initial Member, the Collateral Agent or the

Purchase Money Notes Guarantor may reasonably request from time-to-time and, in any case, shall ensure that the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor are promptly advised, in writing, of any matter of which the Manager, any Servicer or any Subservicer becomes aware relating to the Mortgage Loans, the Underlying Collateral, the Collection Account, the Escrow Accounts, the Liquidity Account, or any Borrower or Obligor that materially and adversely affects the interests of the Initial Member, the Collateral Agent, the Purchase Money Notes Guarantor or of any secured party under this Agreement.

(d) Monthly Reports. The Company shall cause to be furnished to each of the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor on or prior to each Distribution Date (i) the Monthly Report with respect to the relevant Due Period and (ii) the related Distribution Date Report with respect to such Due Period, which report shall specify the amounts and recipients of all funds to be distributed by the Paying Agent on the relevant Distribution Date. Each of the Monthly Report and the Distribution Date Report shall be certified by the chief financial officer (or an equivalent officer) of the Manager. The Monthly Report shall also include a certification of the Manager that all withdrawals by the Manager from the Collection Account during such Due Period were made in accordance with the terms of this Agreement and the Custodial and Paying Agency Agreement. The Company shall also cause to be furnished to each of the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor the Custodian and Paying Agent Report in accordance with the terms of the Custodial and Paying Agency Agreement.

(e) Annual Compliance Certificates. The Company shall, and shall cause the Servicer and any Subservicer to deliver to the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor on or before March 15 of each year, commencing in the year 2011, 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 pursuant to this Agreement (or, as applicable, the Servicing Agreement or 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 pursuant to this Agreement (or, as applicable, the Servicing Agreement or 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. The first such officer's certificate shall cover, with respect to any Mortgage Loan, the period commencing on the Closing Date (and with respect to each Mortgage Loan, including relevant information with respect thereto for the period commencing on the Servicing Transfer Date for such Mortgage Loan) and continuing through the end of the 2010 calendar year. In the event the Servicer or any Subservicer was terminated, resigned or otherwise performed in such capacity for only part of a year, such party shall provide an officer's certificate pursuant to this Section 8.14(e) with respect to such portion of the year.

(f) Annual Compliance Report. On or before March 15 of each year, commencing in the year 2011, the Manager shall cause each Servicer and Subservicer, each at its own expense, to provide a report prepared by a nationally recognized firm of independent

certified public accountants to the effect that, with respect to the most recently ended Fiscal Year, such firm has examined certain records and documents relating to compliance with the servicing requirements in the Servicing Agreement and that, on the basis of such examination conducted substantially in compliance with either the Uniform Single Attestation Program for Mortgage Bankers or Item 1122 of Regulation AB, such firm is of the opinion that the Manager's or its Servicers' or Subservicers' activities have been conducted in compliance with the Servicing Agreement (including, to the extent applicable, Regulation AB), or that such examination has disclosed no material items of noncompliance except for (i) such exceptions as such firm believes to be immaterial, and (ii) such other exceptions as are set forth in the report.

(g) Audits. Until the later of the date that is ten (10) years after the Closing Date or the date that is three (3) years after the Final Distribution, the Company shall, and shall cause the Servicer and any Subservicer to (i) provide any representative of the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor or any Government Authority, during normal business hours and on reasonable notice, with access to all of the books of account, reports and records relating to the Collateral, the Underlying Collateral, the Servicing Obligations, the Company Accounts, or any other matters relating to this Agreement or the rights or obligations hereunder or under the Ancillary Documents, (ii) permit such representatives to make copies of and extracts from the same, (iii) allow the Initial Member, the Collateral Agent and the Purchase Money Notes Guarantor to cause such books to be audited by accountants selected by the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor and (iv) allow representatives of the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor to discuss the Company's and the Servicer's or Subservicer's affairs, finances and accounts, as they relate to the Collateral, the Mortgage Loans, the Underlying Collateral (including Acquired Property), the Servicing Obligations, the Company Accounts or any other matters relating to this Agreement, the Secured Obligations or the rights or obligations hereunder, with its officers, directors, employees, accountants (and by this provision the Company hereby authorizes such accountants to discuss such affairs, finances and accounts with such representatives), the Servicer, any Subservicer, and attorneys. Any expense incurred by the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor and any reasonable out-of-pocket expense incurred by the Company in connection with the exercise by the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor of its rights in this Section 8.14(g) shall be borne by such party; provided, however, that any expense incident to the exercise by the Initial Member, the Collateral Agent or the Purchase Money Notes Guarantor of its rights pursuant to this Section 8.14(g) as a result of or during the continuance of an Event of Default shall be borne in all cases by the Private Owner (except to the extent such Event of Default is attributable exclusively to a Manager having been appointed by the Initial Member following removal of the Private Owner in such capacity, or to any applicable Servicer (and any Subservicer) having been engaged by the Initial Member, the Company or the applicable replacement Manager following such removal of the Private Owner as Manager, in each case that is not an Affiliate of the Private Owner).

(h) No Duplicate Reports. Notwithstanding any provision in subsections (c) through (f) above to the contrary, the Company (i) shall not be required to deliver duplicate

copies of the reports as described in such subsections to the Receiver, so long as the Receiver is acting in dual capacities as both the Initial Member and the Collateral Agent and (ii) shall only be required to deliver one copy of each such report addressed to the Receiver with a notation on the envelope that such report is being delivered to the Receiver in its dual capacities as both the Initial Member and the Collateral Agent.

Section 8.15 Insurance.

(a) The Company shall cause insurance coverage to be maintained for the Underlying Collateral and Acquired Property from an insurer (unless provided for in the then-applicable Business Plan) reasonably acceptable to the Purchase Money Notes Guarantor for any Mortgage Loan with respect to which the Borrower has failed to maintain required fire, hurricane, flood and hazard insurance with extended coverage as is customary in the area in which the Collateral or Acquired Property is located and in such amounts and with such deductibles as, from time-to-time, are approved by the Purchase Money Notes Guarantor (unless provided for in the then-applicable Business Plan).

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Collateral Agent of written notice thereof, (ii) with respect to any policy insuring a Grantor or Collateral, name the Collateral Agent as additional insured on behalf of the Secured Parties (in the case of liability insurance) or loss payee (in the case of property insurance).

Section 8.16 Recovery of Expenses; Interest. The Company shall cause commercially reasonable efforts to be used to recover from Borrowers and Obligors those Servicing Expenses that such Borrowers or Obligors are obligated to pay. No Servicing Expenses shall bear interest chargeable in any way to the Collateral Agent or the Purchase Money Notes Guarantor.

Section 8.17 The Company's Duty To Advise Collateral Agent and Purchase Money Notes Guarantor; Delivery of Certain Notices. In addition to such other reports and access to records and reports as are required to be provided to the Collateral Agent and the Purchase Money Notes Guarantor hereunder, the Company shall cause to be delivered to the Collateral Agent or the Purchase Money Notes Guarantor such information relating to the Mortgage Loans, the Collateral, the Acquired Property, the Company and the Servicer and any Subservicer as the Collateral Agent or the Purchase Money Notes Guarantor may reasonably request from time-to-time and, in any case, shall ensure that the Collateral Agent and the Purchase Money Notes Guarantor are promptly advised, in writing, of any matter of which the Company, the Servicer or any Subservicer becomes aware relating to the Mortgage Loans, the Collateral, the Acquired Property, the Company Accounts or any Borrower or Obligor that materially and adversely affects the interests of the Collateral Agent or the Purchase Money Notes Guarantor hereunder. Without limiting the generality of the foregoing, the Company shall cause to be delivered to the Collateral Agent and the Purchase Money Notes Guarantor information indicating any possible Environmental Hazards with respect to any Collateral or Underlying Collateral and any notice or

report provided to the Company or the Manager pursuant to Section 5.5 of the Servicing Agreement as in effect on the date hereof. To the extent the Collateral Agent requests information that is dependent upon obtaining such information from any Borrower, Obligor or other third party, the Company shall cause to be made commercially reasonable efforts to obtain such information but it shall not be a breach by the Company of this Agreement if the Company fails to cause such information to be provided to the Collateral Agent because a Borrower, Obligor or other Person (other than the Servicer or any Subservicer) has failed to provide such information after such efforts have been made.

Section 8.18 Administration of REO Properties. Notwithstanding any other provision of this Agreement to the contrary, in operating, managing, leasing or disposing of any REO Property, the Company and the Manager shall act in the best interests of the Company and the members and creditors of the Company (including the FDIC in its various capacities) in accordance with the Servicing Standards pursuant to the LLC Operating Agreement, in accordance with the specific provisions of the LLC Operating Agreement relating to REO Properties and in general conformance with the Business Plan. The Company shall furnish to the Collateral Agent such reports regarding the operation, management, leasing or disposition of any REO Property as the Collateral Agent reasonably shall request.

Section 8.19 Payment of Purchase Money Notes Guaranty Fee. In consideration of the Purchase Money Notes Guarantor agreeing to guaranty certain obligations of the Company under the Purchase Money Notes pursuant to the Purchase Money Notes Guaranty, the Company shall pay to the Purchase Money Notes Guarantor a the Purchase Money Notes Guaranty Fee payable monthly in arrears on each Distribution Date so long as the Purchase Money Notes remain outstanding, subject to the Priority of Payments. Any portion of the Purchase Money Notes Guaranty Fee that is not paid when due shall accrue interest for each day unpaid, from the Distribution Date such amount becomes payable until it is paid in full (after as well as before judgment), at a rate per annum equal to the Purchase Money Notes Interest Rate, payable in accordance with the Priority of Payments.

ARTICLE IX

Required Consent; Limits Liability

Section 9.1 Required Consents; Limits Liability. Notwithstanding anything to the contrary contained in this Agreement (other than the last sentence of this Section 9.1 and Section 9.2), the Company shall not permit to be taken any action enumerated in Section 6.1 of the Servicing Agreement, any action described in the LLC Operating Agreement as requiring the consent of the Initial Member and/or the Purchase Money Notes Guarantor, as applicable, including Section 3.4 and Section 8.1 of the LLC Operating Agreement or below without the prior written consent of the Initial Member and, until the Purchase Money Notes Maturity Date, the Purchase Money Notes Guarantor, which consent may be withheld or conditioned in the Collateral Agent's sole and absolute discretion:

(a) any amendment or modification to, or waiver of, any terms of the LLC Operating Agreement that relate to the manner in which the Servicer services the Mortgage Loans or Acquired Property, including, without limitation, the Servicing Obligations and the Servicing Standard;

(b) the replacement of the Servicer;

(c) the payment of any fees to, or entering into any transaction with, any Affiliate of the Company, the Private Owner, the Servicer or any Subservicer, except as expressly contemplated by the Ancillary Documents;

(d) any amendment of, modification to or change in any material respect of, or the provision of a material waiver of any provision of, the Organization Documents of the Company;

(e) any Change of Control; and

(f) the incurrence, creation or assumption of any Indebtedness other than in respect of the Purchase Money Notes, this Agreement, and Excess Liquidity Advances.

Notwithstanding the foregoing, the Company may permit to be taken any action enumerated in clause (ii), (v) or (viii) (with respect to waivers and decisions) of Section 6.1(h) of the Servicing Agreement without the Collateral Agent's approval if such action or the subject matter thereof is not material to the value of the Mortgage Loan or Underlying Collateral in question or to the interests of the Secured Parties.

Section 9.2 Limitation of Liability.

(a) Liability Generally. Neither the Collateral Agent, the Purchase Money Notes Guarantor nor any other Secured Party nor any of their respective Affiliates, nor any of their respective officers, directors, employees, partners, principals or agents, including the Servicer and any Subservicer, shall be liable for any action taken or omitted to be taken by them or any one of them under this Agreement or in connection with any Collateral or any portion thereof, except for any act or omission constituting gross negligence, bad faith or willful misconduct (including any act or omission constituting theft, embezzlement, breach of trust or violation of any Law). In the event the Collateral Agent, the Purchase Money Notes Guarantor or any Secured Party exercises its rights pursuant to Article V of this Agreement, none of the Collateral Agent, the Purchase Money Notes Guarantor or any Secured Party, nor any of their respective Affiliates, nor any of their respective officers, directors, employees, partners, principals or agents, including the Servicer and any Subservicer when acting as an agent of any of the foregoing, shall be liable for any action taken or omitted to be taken by them or any one of them pursuant to this Agreement or in connection with any Collateral or any portion thereof, except for any act or omission constituting willful misconduct.

(b) Reliance on Notices, etc. Neither the Company nor the Collateral Agent or the Purchase Money Notes Guarantor shall incur any liability to the other by acting in good faith upon any notice, consent, certificate or other instrument or writing (including telegram, cable, telex or telecopy) that is reasonably believed by the Company or the Collateral Agent or the Purchase Money Notes Guarantor as applicable, to be genuine and to have been signed or sent by the proper party and that on its face is properly executed.

(c) No Consequential Damages. Regardless of the legal theory upon which any claim by or against the Company or the Collateral Agent or the Purchase Money Notes Guarantor is based, including any claim based on contract, tort, strict liability, or fraud, none of the Collateral Agent or the Purchase Money Notes Guarantor or the Company shall be liable for, or may recover from the other, any amounts other than actual losses, costs and expenses (including reasonable attorneys' fees and litigation and similar costs to pursue such recovery) incurred by the party asserting the claim. Without limiting the foregoing, neither party shall be liable for, or entitled to recover from the other party, any consequential, special, indirect, punitive, treble, nominal or exemplary damages, business interruption costs or expenses, or damages for lost profits, operating losses or lost investment opportunity (regardless of whether any such damages are characterized as direct or indirect), each of which is and all of which are hereby excluded by agreement of the Collateral Agent, the Purchase Money Notes Guarantor and the Company, regardless of whether the party against whom such damages may be claimed has been advised of the possibility of any such damages, unless (in each case) such losses are incurred by the party asserting the claim as a direct result of a claim asserted against such party by a third party. For purposes of this Section 9.2, the following claims shall not constitute claims asserted by a third party: (i) with respect to the Company, any claims asserted by (A) the Servicer or any Subservicer, (B) any Affiliate of the Company or the Servicer or any Subservicer, and (C) any officer, director, employee, partner, principal or agent of the Company or the Servicer or any Subservicer, or any Affiliate of the Company or the Servicer or any Subservicer; and (ii) with respect to the Collateral Agent, any claims asserted by any Affiliate or officer, director, employee, partner, principal or agent of the Collateral Agent, the Purchase Money Notes Guarantor or any Affiliate of any of them.

ARTICLE X

Release of Collateral

The Purchase Money Notes Guarantor hereby authorizes the Collateral Agent to, and the Collateral Agent agrees that it shall, release its Lien on any Collateral, solely to the extent necessary, (a) upon a final, nonappealable order of a court of competent jurisdiction permitting or directing disposition thereof, (b) upon payment of any Mortgage Loan in full and satisfaction in full of all of the secured obligations with respect to a Mortgage Loan or upon receipt of a discounted payoff as payment in full of a Mortgage Loan, (c) as is necessary in connection with the foreclosure on a Mortgaged Property, acceptance of a deed in lieu thereof or modification or restructuring of the terms thereof, or (d) in connection with the Company's sale of a Mortgage Loan or any Collateral to the extent permitted under the Ancillary Documents, provided, that the

proceeds of such sale or disposition are applied in accordance with the Priority of Payments and the other terms of the Custodial and Paying Agency Agreement.

ARTICLE XI
Liquidation of Mortgage Loans and Acquired Property

Section 11.1 Rights to Liquidate Mortgage Loans and Collateral. Each of the Initial Member and, so long as the Purchase Money Notes are outstanding and not fully discharged, the Purchase Money Notes Guarantor shall have the right, exercisable in its sole and absolute discretion, to require the liquidation and sale, for cash consideration, of any remaining Mortgage Loans, other Collateral or Acquired Property held by the Company or any Ownership Entity at any time after the earlier to occur of (a) the tenth anniversary of the Closing Date or (b) the date on which the then Unpaid Principal Balance is ten percent (10%) or less of the Unpaid Principal Balance as of the Cut-Off Date as set forth on the Mortgage Loan Schedule.

Section 11.2 Exercise of Rights to Liquidate Mortgage Loans and Collateral. In order to exercise its rights under Section 11.1, the Initial Member or, so long as the Purchase Money Notes are outstanding and not fully discharged, the Purchase Money Notes Guarantor shall give notice in writing to the Collateral Agent, the Custodian and the Company (with copies thereof to the Initial Member or the Purchase Money Notes Guarantor, as applicable), setting forth the date by which the remaining Mortgage Loans, other Collateral or Acquired Property are to be liquidated by the Collateral Agent. The Company shall, and shall cause the Custodian to, cooperate and assist the Collateral Agent with any and all aspects of the liquidation of the remaining Mortgage Loans, other Collateral and Acquired Property to the extent reasonably requested by the Collateral Agent. In the event the Company or any Affiliate thereof desires to bid to acquire the remaining Mortgage Loans, other Collateral or Acquired Property pursuant to the Custodial and Paying Agency Agreement, then the Collateral Agent shall be entitled to liquidate the remaining Mortgage Loans, other Collateral and Acquired Property in its discretion. In the event the Collateral Agent undertakes to liquidate the remaining Mortgage Loans, other Collateral or Acquired Property pursuant to this Section 11.2, the proceeds thereof shall be applied on the Distribution Date following any such liquidation in accordance with the Priority of Payments and the other terms of the Custodial and Paying Agency Agreement; provided, however, that, notwithstanding such Priority of Payments, no portion of such proceeds shall be paid pursuant to Section 5.1(b)(vii) and (c)(iii) of the Custodial and Paying Agency Agreement until the Secured Obligations have been repaid in full.

ARTICLE XII
Collateral Agent

Section 12.1 Appointment and Authorization of Collateral Agent. The Purchase Money Notes Guarantor hereby irrevocably appoints, designates and authorizes the Receiver to act as the Collateral Agent pursuant to this Agreement to act as the agent of (and to hold any security

interest created by the Collateral Documents for and on behalf of or on trust for) the Purchase Money Notes Guarantor and each other Secured Party for purposes of acquiring, holding and enforcing any and all Liens on the Collateral granted by any Grantor to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this capacity, the Collateral Agent (and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted pursuant to the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent), shall be entitled to the benefits of all provisions of this Article XII as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent hereunder. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Ancillary Document, the Collateral Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Collateral Agent have or be deemed to have any fiduciary relationship with any Secured Party or participant of a Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Ancillary Document or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Ancillary Documents with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 12.2 Delegation of Duties. The Collateral Agent may execute any of its duties under this Agreement or any other Collateral Document (including for purposes of holding or enforcing any Lien on the collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through agents, sub-agents, employees or attorneys-in-fact as shall be deemed necessary by the Collateral Agent and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Collateral Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct (as determined in the final judgment of a court of competent jurisdiction).

Section 12.3 Liability of Collateral Agent. Neither the Collateral Agent, nor any of its Affiliates or officers, directors, employees, agents, sub-agents or attorneys-in-fact of any of them shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Ancillary Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Secured Party for any recital, statement, representation or warranty made by any Grantor or any officer thereof, contained herein or in any other Ancillary Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in

connection with, this Agreement or any other Ancillary Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Ancillary Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, or for any failure of any Grantor or any other party to any Ancillary Document to perform its obligations hereunder or thereunder.

Section 12.4 Reliance by Collateral Agent.

(a) The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the Company), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall be fully justified in failing or refusing to take any action under any Collateral Document unless it shall first receive such advice or concurrence of the Controlling Party as it deems appropriate. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Collateral Document in accordance with a request or consent of the Controlling Party and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties.

(b) The Purchase Money Notes Guarantor, by its execution of this Agreement, shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required to be consented to or approved by or acceptable or satisfactory to the Collateral Agent unless the Collateral Agent shall have received notice from the Purchase Money Notes Guarantor prior to the proposed Closing Date specifying its objection thereto.

Section 12.5 Liability of Collateral Agent. The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless the Collateral Agent shall have received written notice from a Grantor or any Secured Party referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." The Collateral Agent will notify the Purchase Money Notes Guarantor of its receipt of any such notice. The Collateral Agent shall take such action with respect to any Event of Default as may be directed by the Controlling Party in accordance with Article V; provided, however, that unless and until the Collateral Agent has received any such direction, the Collateral Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Secured Parties.

Section 12.6 Successor Collateral Agent.

The Collateral Agent may resign as the Collateral Agent upon thirty (30) days' notice to the Purchase Money Notes Guarantor and the Company; provided, however, that the prior written consent of the Purchase Money Notes Guarantor and the Company will be required prior to the effectiveness of any such resignation. If the Collateral Agent resigns under this Agreement, the Controlling Party, with the written consent of the Company, shall appoint a successor collateral agent for the Secured Parties; provided, however, that the Company shall not unreasonably withhold its consent, and provided, further, that no consent of the Company is required if the successor Collateral Agent is the FDIC or an Affiliate of the FDIC. If no successor collateral agent is appointed prior to the effective date of the resignation of the Collateral Agent, the retiring Collateral Agent may appoint, after consulting with the Purchase Money Notes Guarantor and the Company, a successor collateral agent. Upon the written acceptance of its appointment as successor collateral agent hereunder, and a copy thereof sent to each of the Company, the Purchase Money Notes Guarantor and the retiring Collateral Agent, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Collateral Agent and the term "Collateral Agent" shall mean such successor collateral agent, and the retiring Collateral Agent's appointment, powers and duties as the Collateral Agent shall be terminated. By agreeing to this Agreement the Company hereby agrees to the selection of the successor Collateral Agent.

ARTICLE XIII

Miscellaneous

Section 13.1 Attorney-in-Fact. Each Grantor hereby constitutes and appoints the Collateral Agent the true and lawful attorney-in-fact of such Grantor, with full power and authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, subject to the terms of this Agreement and applicable Law, to enforce all rights, interests and remedies of such Grantor with respect to the Collateral; provided, however, that the Collateral Agent shall not exercise any of the aforementioned rights unless an Event of Default has occurred and is continuing. This power of attorney is a power coupled with an interest and shall be irrevocable until the termination of this Agreement in accordance with the terms hereof; provided, however, that nothing in this Agreement shall prevent such Grantor from, prior to the exercise by the Collateral Agent of any of the aforementioned rights, utilizing the entity that is the Collateral Agent to transact Grantor's ordinary course business operations.

Section 13.2 No Petition. Each of the Collateral Agent and the Purchase Money Notes Guarantor hereby covenants and agrees that it shall not at any time institute against the Company, or join in any institution against the Company of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other Proceedings under any United States federal or state bankruptcy or similar law in connection with any obligation relating to the Purchase Money Note, the Purchase Money Notes Guaranty or this Agreement.

Section 13.3 Reimbursement of Expenses. Except as prohibited by Law, if at any time the Collateral Agent or the Purchase Money Notes Guarantor employs counsel in connection with the creation, perfection, preservation, or release of the security interest of the Collateral Agent in the Collateral or the enforcement of any of the Collateral Agent's, or the Purchase Money Notes Guarantor's rights or remedies hereunder, all of the Collateral Agent's and the Purchase Money Notes Guarantor's attorneys' fees arising from such services and all other expenses, costs, or charges relating thereto shall become part of the Secured Obligations secured hereby and be paid by the Company on demand.

Section 13.4 Termination of Security Interest. Upon the satisfaction and discharge in full of the Secured Obligations, the security interest and all other rights granted hereby shall terminate and all rights to the Collateral shall revert to the Company. Upon any such satisfaction, and discharge of the Secured Obligations, the Collateral Agent (a) upon the written request of the Company shall promptly execute and deliver all such documentation, UCC termination statements and instruments as are necessary to release the Liens created pursuant to this Agreement and to terminate this Agreement, and (b) agrees, at the reasonable request of the Company, to furnish, execute and deliver such documents, instruments, certificates, notices or further assurances as the Company may reasonably request as necessary or desirable to effect such termination and release, all at the Company's sole cost and expense.

Section 13.5 Indemnification.

(a) Each Grantor shall indemnify and hold harmless the Collateral Agent, the Purchase Money Notes Guarantor and each of their respective Affiliates, and their respective officers, directors, employees, partners, principals, agents and contractors (the "**Indemnified Parties**"), from and against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and litigation and similar costs, and other out-of-pocket expenses incurred in investigating, defending, asserting or preparing the defense or assertion of any of the foregoing), deficiencies, claims, interest, awards, judgments, penalties and fines (collectively, "**Indemnification Losses**") arising out of or resulting from (i) any breach by any Grantor or any of its Affiliates or any of their respective officers, directors, employees, partners, principals, agents or contractors (including the Servicer and any Subservicer) (collectively, "**Related Entities**") of any of their respective obligations under or covenants or agreements contained in this Agreement, the Collateral Documents or the Servicing Agreement (including any claim asserted by the Collateral Agent or the Purchase Money Notes Guarantor against the Company to enforce its rights pursuant to Article V), or any third-party allegation or claim based upon facts alleged that, if true, would constitute such a breach, or (ii) any gross negligence, bad faith or willful misconduct of any of the Related Entities (including any act or omission constituting theft, embezzlement, breach of trust or violation of any Law). Such indemnity shall survive the termination of this Agreement. In order for an Indemnified Party to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a Loss or a claim or demand made by any Person against the Indemnified Party (a "**Third Party Claim**"), such Indemnified Party shall deliver notice thereof to the Company promptly after receipt by such Indemnified Party of written notice of the Third Party Claim, describing in

reasonable detail the facts giving rise to any claim for indemnification hereunder, the amount of such claim (if known) and such other information with respect thereto as is available to the Indemnified Party and as the Company may reasonably request. The failure or delay to provide such notice, however, shall not release any Grantor from any of its obligations under this Section 13.5 except to the extent that it is materially prejudiced by such failure or delay.

(b) If for any reason the indemnification provided for herein is unavailable or insufficient to hold harmless the Indemnified Parties, the Company shall contribute to the amount paid or payable by the Indemnified Parties as a result of the Indemnification Losses of the Indemnified Parties in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties, on the one hand, and the Company or any Subsidiary Grantor (including the Servicer and any Subservicer), on the other hand in connection with a breach of the Company's or any Subsidiary Grantor's obligations under this Agreement.

(c) If the Company confirms in writing to the Indemnified Party within fifteen (15) days after receipt of a Third Party Claim and the Company's responsibility to indemnify and hold harmless the Indemnified Party therefor, the Company may elect to assume control over the compromise or defense of such Third Party Claim at the Company's own expense and by the Company's own counsel, which counsel must be reasonably satisfactory to the Indemnified Party; provided, however, that (i) the Indemnified Party may, if such Indemnified Party so desires, employ counsel at such Indemnified Party's own expense to assist in the handling (but not control the defense) of any Third Party Claim; (ii) the Company shall keep the Indemnified Party advised of all material events with respect to any Third Party Claim; (iii) the Company shall obtain the prior written approval of the Indemnified Party before ceasing to defend against any Third Party Claim or entering into any settlement, adjustment or compromise of such Third Party Claim involving injunctive or similar equitable relief being imposed upon any Indemnified Party or any of its or his Affiliates; and (iv) no Grantor will, without the prior written consent of each Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened action in respect of which indemnification may be sought hereunder (whether or not any such Indemnified Party is a party to such action), unless such settlement, compromise or consent by its terms obligates such Grantor to satisfy the full amount of the liability in connection with such Third Party Claim and includes an unconditional release of the Indemnified Party from all liability arising out of such Third Party Claim.

(d) Notwithstanding anything contained in this Agreement to the contrary, the Company shall not be entitled to control (and if the Indemnified Party so desires, it shall have sole control over) the defense, settlement, adjustment or compromise of (but the Company shall nevertheless be required to pay all Indemnification Losses incurred by the Indemnified Party in connection with such defense, settlement or compromise): (i) any Third Party Claim that seeks an order, injunction or other equitable relief against the Indemnified Party or any of its Affiliates; (ii) any action in which both the Company or any Subsidiary Grantor (or any Affiliate) and the Indemnified Party are named as parties and either the Company or such Subsidiary Grantor (or such Affiliate) or the Indemnified Party determines with advice of counsel that there may be one or more legal defenses available to it that are different from or additional to those available to the

other party or that a conflict of interest between such parties may exist in respect of such action; and (iii) any matter that raises or implicates any issue relating to any power, right or obligation of the FDIC under any Law. If the Company elects not to assume the compromise or defense against the asserted liability, fails to timely and properly notify the Indemnified Party of its election as herein provided, or, at any time after assuming such defense, fails to diligently defend against such Third Party Claim in good faith, the Indemnified Party may pay, compromise or defend against such asserted liability (but the Company shall nevertheless be required to pay all Indemnification Losses incurred by the Indemnified Party in connection with such defense, settlement or compromise). In connection with any defense of a Third Party Claim (whether by the Company, a Subsidiary Grantor or the Indemnified Party), all of the parties hereto shall, and shall cause their respective Affiliates to, cooperate in the defense or prosecution thereof and to in good faith retain and furnish such records, information and testimony, and attend such conferences, discovery Proceedings, hearings, trials and appeals, as may be reasonably requested by a party hereto in connection therewith.

Section 13.6 Governing Law. EACH PARTY TO THIS AGREEMENT AGREES AND ELECTS THAT, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS 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, AND EACH PARTY TO THIS AGREEMENT UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY ANY PARTY TO THIS AGREEMENT.

Section 13.7 Jurisdiction, Venue and Service.

(a) Each Grantor, for itself and its Affiliates, hereby irrevocably and unconditionally:

(i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any suit, action or proceeding against it or any of its Affiliates commenced by the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member arising out of, relating to, or in connection with this Agreement or any other Ancillary Document, and waives any right to:

(A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum other than the court in which the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable, files the suit, action or proceeding without the consent of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable;

(B) assert that venue is improper in the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or

(C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum.

(ii) consents to the jurisdiction of the Supreme Court of the State of New York for any suit, action or proceeding against it or any of its Affiliates commenced by the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member arising out of, relating to, or in connection with this Agreement or any other Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

(A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable;

(B) assert that venue is improper in the Supreme Court of the State of New York; or

(C) assert that the Supreme Court of the State of New York is an inconvenient forum.

(iii) agrees to bring any suit, action or proceeding by any Grantor or its Affiliates against the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member arising out of, relating to, or in connection with this Agreement or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable; and

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 13.7(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Collateral Agent, the Purchase Money Notes Guarantor or the Initial Member, as applicable.

(b) Each Grantor, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 13.7(a) may be enforced in any court of competent jurisdiction;

(c) Subject to the provisions of Section 13.7(d), each Grantor, on behalf of itself and its Affiliates, the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 13.7(a) or Section 13.7(b) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 13.9 (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 13.7(c) shall affect the right of any party to serve process in any other manner permitted by Law;

(d) Nothing in this Section 13.7 shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in Section 13.7(a)(iii) and Section 13.7(a)(iv), or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

Section 13.8 Waiver of Jury. EACH GRANTOR (ON BEHALF OF ITSELF AND ITS AFFILIATES), THE COLLATERAL AGENT, THE PURCHASE MONEY NOTES GUARANTOR AND THE INITIAL MEMBER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE 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.

Section 13.9 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 mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt (or refusal thereof) by the relevant party hereto and (ii) (A) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (C) if delivered by electronic mail, when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

Address for notices or communications to the Company and any Subsidiary

Grantor:

2010-3 SFR Venture, LLC
5032 Parkway Plaza Blvd.
Charlotte, NC 28217
Attention: Peter Schancupp

E-mail: [REDACTED]
Telephone No.: [REDACTED]
Facsimile No.: [REDACTED]

with a copy to:

Phillip Kardis, II
K&L Gates LLP
1601 K Street, NW
Washington, DC 20006

E-mail: [REDACTED]
Telephone No.: [REDACTED]
Facsimile No.: [REDACTED]

Address for notices or communications to any of the Collateral Agent, the Initial Member and the Purchase Money Notes Guarantor:

Assistant Director Structured Transactions
Federal Deposit Insurance Corporation
550 17th Street, N.W.
Room F-7014
Washington, D.C. 20429
Attention: Ralph Malami
E-Mail Address: RMalami@fdic.gov

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, VA 22226
Attention: David Gearin
E-Mail Address: DGearin@fdic.gov

Section 13.10 Assignment. This Agreement shall inure to the benefit of and be binding on and enforceable against successors and assigns of each Grantor, the Collateral Agent, the

Purchase Money Notes Guarantor and the Initial Member; provided, however, that no Grantor shall assign its rights hereunder in whole or in part without the prior written consent of the Collateral Agent and the Purchase Money Notes Guarantor.

Section 13.11 Entire Agreement. This Agreement contains the entire agreement among the Grantors, the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member with respect to the subject matter hereof and supersedes any and all other prior agreements, whether oral or written, provided that any Confidentiality Agreement between the FDIC and the Private Owner or any Affiliates of the Private Owner (including by way of joinder) with respect to the transaction that is the subject of this Agreement and the Ancillary Documents shall remain in full force and effect to the extent provided therein.

Section 13.12 Amendments and Waivers. No provision of this Agreement may be amended or waived except in a writing executed by all of the parties to this Agreement, except for Article II, any provision of which may be amended and waived in a writing solely executed by the Company and Purchase Money Notes Guarantor.

Section 13.13 Confidentiality. Each Grantor shall keep confidential and shall not divulge to any party, without the prior written consent of the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member, any information pertaining to this Agreement, the Mortgage Loans or any Borrower or the Underlying Collateral thereunder, except as required pursuant to this Agreement and except to the extent that it is necessary and appropriate for such Grantor to do so in working with legal counsel, auditors, taxing authorities, regulatory authorities or any other Governmental Authority; provided, however, that, to the extent that disclosure should be required by law, rule, regulation (including any securities listing requirements or the requirements of any self-regulatory organization), subpoena, or in connection with any legal or regulatory proceeding (including in connection with or pursuant to any action, suit, subpoena, arbitration or other dispute resolution process or other legal Proceedings, whether civil or criminal, and including before any court or administrative or legislative body), such Grantor will use all reasonable efforts to maintain confidentiality and will (unless otherwise prohibited by law) notify the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member within one (1) Business Day after its knowledge of such legally required disclosure so that the Collateral Agent, the Purchase Money Notes Guarantor and/or the Initial Member may seek an appropriate protective order. Notice shall be by telephone, by email and in writing. In the absence of a protective order or waiver, such Grantor may make such required disclosure if, in the written opinion of its outside counsel (which opinion shall be provided to the Collateral Agent, the Purchase Money Notes Guarantor and the Initial Member prior to disclosure pursuant to this Section 13.13), failure to make such disclosure would subject such Grantor to liability for contempt, censure or other legal penalty or liability.

Section 13.14 Reinstatement. This Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment pursuant to this Agreement is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, reorganization, liquidation of any Grantor or upon the dissolution of, or appointment of any

intervenor or conservator or, or trustee or similar official for, any Grantor or any substantial part of any Grantor's assets, or otherwise, all as though such payments had not been made, and the Company shall pay the Collateral Agent or the Purchase Money Notes Guarantor on demand all reasonable costs and expenses (including reasonable fees of counsel) incurred by the Collateral Agent or the Purchase Money Notes Guarantor in connection with such rescission or restoration.

Section 13.15 Interpretation; No Presumption. Headings are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions of this Agreement. 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 13.16 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (a) 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; (b) without limitation of clause (a), 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 (c) without limitation of clauses (a) or (b), 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, (p) 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 (q) enforce such provision, as so modified pursuant to clause (p), in such proceeding. Nothing in this Section 13.16 is intended to, or shall, limit (x) the ability of any party to this Agreement to appeal any court ruling or the effect of any favorable ruling on appeal or (y) the intended effect of Section 13.6.

Section 13.17 Survival. All obligations made herein shall survive the execution and delivery of this Agreement. Except as otherwise provided in this Agreement or implied by applicable law, the obligations of each Grantor set forth in this Agreement shall terminate only upon the satisfaction and discharge in full of the Secured Obligations.

Section 13.18 No Third Party Beneficiaries. This Agreement is made for the sole benefit of the Collateral Agent, the Purchase Money Notes Guarantor, the Secured Parties and the Grantors and their respective successors and permitted assigns, and no other Person or Persons (including Borrowers, any Obligor or any co-lender or other Person with any interest in or liability under any of the Mortgage Loans) shall have any rights or remedies under or by reason of this Agreement.

Section 13.19 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 facsimile or other electronic means, 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 or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to legally bound, have caused this Agreement to be duly executed.

2010-3 SFR VENTURE, LLC, as the Company

By: SFR 2010-3 Acquisition LLC, its Manager

By:

Name: Shaun Ahmad
Title: Secretary

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Purchase Money Notes Guarantor

By:

Name: Ralph Malami
Title: Attorney-in-Fact

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver, as Collateral Agent

By:

Name: Ralph Malami
Title: Attorney-in-Fact

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to legally bound, have caused this Agreement to be duly executed.

2010-3 SFR VENTURE, LLC, as the Company

By: SFR 2010-3 Acquisition LLC, its Manager

By: _____
Name:
Title:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Purchase Money Notes Guarantor

By: 
Name: Ralph Malami
Title: Attorney-in-Fact

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver, as Collateral Agent

By: 
Name: Ralph Malami
Title: Attorney-in-Fact

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver, as Initial Member, solely for purposes of
Sections 4.1(a), 4.1(c), 5.1(a)(vi) – (ix), 5.1(b), 5.1(c), 5.5,
11.1, 11.2 and 13.6 – 13.19

By:



Name: Ralph Malami
Title: Attorney-in-Fact

EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of _____, 20__, is delivered pursuant to Section 8.12 of the Reimbursement and Security Agreement, dated as of the ___ day of [____], 2010, by and among the [____], a Delaware limited liability company, each of the other entities that becomes a party thereto pursuant to Section 8.12 thereof, the Federal Deposit Insurance Corporation, acting in its corporate capacity, the Collateral Agent and, solely for purposes of Sections 4.1(a), 4.1(c), 5.1(a)(vi) – (ix), 5.1(b), 5.1(c), 5.5, 11.1, 11.2 and 13.6 – 13.19 thereof, the Initial Member (the “Reimbursement and Security Agreement”). Capitalized terms used herein without definition are used as defined in the Reimbursement and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 8.12 of the Reimbursement and Security Agreement, hereby becomes a party to the Reimbursement and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Reimbursement and Security Agreement.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article VII of the Reimbursement and Security Agreement applicable to it is true and correct in all material respects with respect to it on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED as of the date first above written:

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver, as Collateral Agent

By: _____
Name:
Title: