UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

OCALA FUNDING, LLC,

Debtor.
_____/

Chapter 11 Case

Case No. 3:12-bk-04524-JAF

**MOTION FOR AUTHORITY TO SELL**
**MORTGAGE LOANS TO ABS LOAN TRUST II**

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING**

**Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the attached proof of service, plus an additional three days for service if any party was served by U.S. Mail.**

**If you object to the relief requested in this paper, you must file a response with the Clerk of Court at 300 North Hogan Street, Suite 3-150, Jacksonville, Florida 32202 and serve a copy on the movant's attorney, Berger Singerman LLP, Attn: Paul Steven Singerman, Esq, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131, and any other appropriate persons within the time allowed. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing, or consider the response and grant or deny the relief requested without a hearing.**

**If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.**

Neil F. Luria, as Litigation Trustee (the "Trustee") for the Ocala Funding Litigation Trust, files this *Motion for Authority to Sell Mortgage Loans to ABS Loan Trust II* (the "Motion"). The Motion seeks authority for the Ocala Funding Litigation Trust (the "Seller" or

the "Litigation Trust") to sell the Mortgage Loans[1] to ABS Loan Trust II (the "Purchaser"). In support of this Motion, the Trustee respectfully represents the following:

**BACKGROUND**

1. On July 10, 2012, Ocala Funding, LLC (the "Debtor") filed a petition for relief under Chapter 11 of the Bankruptcy Code in the Jacksonville Division of the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court").

2. On June 20, 2013, the Bankruptcy Court entered its Order [ECF No. 318] (the "Confirmation Order") confirming the *Chapter 11 Plan of Liquidation of Debtor Ocala Funding, LLC dated February 4, 2013* (the "Plan").

3. Under Article VI (A) of the Plan, the Litigation Trust was established for the purposes of administering the Debtor's assets and distributing the proceeds of such assets to the Debtor's creditors in accordance with the terms of the Plan and the Confirmation Order. The Plan appointed Neil F. Luria as Trustee of the Litigation Trust.

4. On July 1, 2013 (the "Effective Date"), the Plan became effective.

5. On the Effective Date, pursuant to the Ocala Funding Litigation Trust Agreement between the Debtor and the Trustee dated as of the Effective Date (the "Litigation Trust Agreement"), the Litigation Trust Assets (as defined in the Litigation Trust Agreement) vested in the Litigation Trust. The Litigation Trust Assets include the Ocala Mortgage Collateral (as defined in the Plan), which consists of the Mortgage Loans.

**RELIEF REQUESTED**

6. The Seller and the Purchaser have entered into the Mortgage Loan Purchase and Sale Agreement, a copy of which is attached hereto as **Exhibit A** (the "Agreement"), pursuant to

[1] Terms not otherwise defined herein shall have the meaning set forth in the Mortgage Loan Purchase and Sale Agreement and/or Plan.

which the Litigation Trust, through the Trustee, has agreed to sell, and the Purchaser has agreed to purchase, on a servicing released basis, the Mortgage Loans.

7. The Purchaser has deposited with the Escrow Agent $1,589,677.20 as a deposit to be held and disbursed in accordance with the terms of the Agreement.

8. The following summarizes the main terms of the Agreement.[2]

a. The sale of the Mortgage Loans is on a servicing released basis;

b. The Purchaser may assign the Agreement with the consent of the Trustee, provided that such consent will not be unreasonably withheld if the assignment is to an affiliate of Purchaser;

c. The Initial Purchase Price is $15,896,772.07;

d. The Initial Purchase Price shall be reduced for each Excluded Mortgage Loan;

e. No adjustment shall be made to the Purchase Price if any Mortgage Loan becomes a Nonperforming Mortgage Loan prior to the Closing Date;

f. The sale of the Mortgage Loans is conditioned upon (i) the consent of Deutsche Bank AG, London Branch and BNP Paribas US Wholesale Holdings Corp (f/k/a BNP Paribas North America, Inc.), successor by merger to BNP Paribas Mortgage Corporation (collectively, the "Beneficiaries"), for whose benefit the Litigation Trust holds the Mortgage Loans, and (ii) the entry of a Final Order by the Bankruptcy Court approving the sale.

9. Pursuant to Article XIII. I. of the Plan, the Trustee believes that neither notice to others nor an order of the Court is required in order to sell the Mortgage Loans to the Purchaser pursuant to the Agreement. However, as a condition to the closing under the Agreement, the Purchaser has required the Trustee to obtain an order from the Bankruptcy Court authorizing the sale of the Mortgage Loans to Purchaser.

10. Because the post-Effective Date sale of the Litigation Trust's assets is expressly provided for in to Article XIII. C. of the Plan, the sale constitutes a transfer under a confirmed

[2] Reference should be made to the Agreement for the complete terms.

plan within the meaning of Section 1146(a) of the Bankruptcy Code, and is therefore not subject to tax under any law imposing a stamp tax, transfer tax or similar tax or fee.

11. The Trustee seeks an exception to nullify the stay imposed by Bankruptcy Rule 6004(h) and requests that the order approving the sale be effective and enforceable immediately upon entry, and in the absence of any stay pending appeal, the Seller and the Purchaser be permitted to close at any time, subject to the terms of the Agreement.

12. The Beneficiaries have consented to the sale of the Mortgage Loans to the Purchaser pursuant to the Agreement.

**WHEREFORE**, the Trustee respectfully requests that the Court enter an order, in the form attached hereto as **Exhibit B**, authorizing the sale of the Mortgage Loans to the Purchaser, and granting such other and further relief as may be necessary.

Dated: August 10, 2017

Respectfully submitted,

BERGER SINGERMAN LLP
*Counsel to Litigation Trustee*
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: */s/ Paul Steven Singerman*
Paul Steven Singerman
Florida Bar No. 378860
singerman@bergersingerman.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served on the 10th day of August, 2017 by electronic transmission through the Court's CM/ECF system upon all users registered to receive electronic service in this case; and via Regular U.S. Mail, postage prepaid, upon all parties on the attached Court Matrix.

Dated: August 10, 2017

BERGER SINGERMAN LLP
*Counsel to Litigation Trustee*
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: */s/ Paul Steven Singerman*
Paul Steven Singerman
Florida Bar No. 378860
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**EXHIBIT A**
**AGREEMENT**

# MORTGAGE LOAN
# PURCHASE AND SALE AGREEMENT

Between

**OCALA FUNDING LITIGATION TRUST**

("Seller")

and

**ABS LOAN TRUST II**

("Purchaser")

[Pool 1 – 2017]

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Exhibit G Form of Beneficiary Consent

This **MORTGAGE LOAN PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is dated as of the Effective Date (as defined below) and is made by and between the Ocala Funding Litigation Trust, a trust established pursuant to that certain Litigation Trust Agreement dated as of July 1, 2013 between Ocala Funding, LLC and Neil F. Luria, as Trustee ("**Seller**"), with its principal place of business at Suite 120, Millenia Park One, 4901 Vineland Road, Orlando, Florida 32811, and ABS Loan Trust II, a Delaware statutory trust ("**Purchaser**"), with its principal place of business at c/o Marathon Asset Management, One Bryant Park, 38th Floor, New York, New York 10036. Seller and Purchaser are referred to herein, individually, as a "**Party,**" or collectively as the "**Parties.**"

## RECITALS

**WHEREAS**, Ocala Funding, LLC, a Delaware limited liability company ("**Ocala Funding**") was previously a mortgage lender whose business was comprised of (i) purchasing conforming conventional and government-insured residential mortgage loans originated by Taylor, Bean & Whitaker Mortgage Corp. ("**TBW**"), and (ii) selling such mortgage loans to third parties; and

**WHEREAS**, on July 10, 2012 (the "**Petition Date**"), Ocala Funding filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Middle District of Florida (Jacksonville Division) (the "**Bankruptcy Court**"), titled *In Re Ocala Funding, LLC*, Case No. 3:12-bk-04524-JAF (the "**Bankruptcy Case**"); and

**WHEREAS**, on June 20, 2013, the Bankruptcy Court entered its Order (the "**Confirmation Order**") in the Bankruptcy Case confirming the Chapter 11 Plan of Liquidation of Debtor Ocala Funding, LLC dated February 4, 2013 (the "**Plan**"); and

**WHEREAS**, pursuant to the Plan and the Confirmation Order, and in accordance with the Litigation Trust Agreement between Ocala Funding and Neil F. Luria, as Trustee dated July 1, 2013 (the "**Litigation Trust Agreement**"), the Ocala Funding Litigation Trust (the "**Litigation Trust**") was formed and Neil F. Luria was appointed as Trustee of the Litigation Trust (the "**Litigation Trustee**") for the purpose of liquidating assets of Ocala Funding and distributing the proceeds of such assets to the creditors of Ocala Funding in accordance with the terms of the Plan and the Confirmation Order; and

**WHEREAS**, Seller, with the approval of the Beneficiaries (as defined below), has determined that it is in its best interest to sell to Purchaser, and Purchaser desires to purchase from Seller, on the terms and conditions set forth in this Agreement, the mortgage loans more specifically described herein (the "**Transaction**");

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## Article 1.
## RECITALS

**Section 1.1.** **Recitals**. The above recitals are true and correct and are incorporated into and made a part of this Agreement.

## Article 2.
## DEFINITIONS

**Section 2.1.** **Definitions**. Unless otherwise defined in this Agreement, the following terms have the following meanings:

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

"**Allowable Credits**" means credits for the following items in respect of a Mortgage Loan, solely to the extent that (i) in respect of items (c), (d), (e), and (f), the credit is only for services performed prior to the Cut-Off Date and (ii) in respect of items (a) and (b), the credit is only for amounts that became due and payable (i.e., not on an accrual basis) prior to the Cut-Off Date: (a) real estate taxes in respect of the Mortgaged Property securing such Mortgage Loan; (b) insurance premiums for policies having a start date prior to the Cut-Off Date; (c) fees and expenses of attorneys engaged by Seller or Servicer to foreclose the Mortgaged Property securing such Mortgage Loan; (d) fees and expenses of attorneys engaged by Seller or Servicer to represent their interests relating to such Mortgage Loan in a bankruptcy proceeding of the Mortgagor; (e) preservation expenses relating to the Mortgaged Property securing such Mortgage Loan, and (f) broker price opinions ordered by Seller and rendered in respect of a Mortgage Loan.

"**Assignment and Conveyance**" means an assignment and conveyance agreement with respect to the transfer of the Mortgage Loans purchased on the Closing Date, in the form attached hereto as **Exhibit C**.

"**Assignment of Mortgage**" means an assignment of mortgage, notice of transfer or equivalent instrument, in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect of record the transfer of the Mortgage Loan and the related Mortgage to the assignee named therein.

"**Attorney Bailee Release Notice**" means the notice, in the form attached hereto as **Exhibit F** , to be given, in accordance with Section 3.2(a), on the Closing Date by Seller to each Foreclosure Attorney holding Litigated Mortgage Loan Documents.

"**Bailee Letter**" means a bailee letter previously entered into by a Foreclosure Attorney in connection with the delivery to such Foreclosure Attorney of Litigated Mortgage Loan Documents.

"**Bankruptcy Rules**" means Federal Rules of Bankruptcy Procedure, as may be amended from time to time.

"**Beneficiaries**" mean Deutsche Bank AG, London Branch and BNP Paribas US Wholesale Holdings Corp (f/k/a BNP Paribas North America, Inc.), successor by merger to BNP Paribas Mortgage Corporation, for whose benefit the Litigation Trust holds the Mortgage Loans.

"**Beneficiary Consent**" means the Agreement and Consent between the Litigation Trust and the Beneficiaries in the form attached hereto as **Exhibit G**.

"**Bid Tape**" means that certain loan schedule which was included in the Data Room and which identifies with respect to each Mortgage Loan, among other things, the Mortgage Loan Document Inventory, inclusive of the loan documents held by Custodian, a Foreclosure Attorney, or a Foreclosure Proceeding Court, whether or not such documents are originals or copies.

"**Business Day(s)**" means any day other than a Saturday, Sunday, or a day on which banking and savings and loan institutions in the State of New York are authorized or obligated by law or executive order to be closed.

"**Chain of Title Concerns**" means (a) the failure, with respect to any Mortgage Loan, to hold any of (i) with respect to any Mortgage Loan that was not originated by TBW, a proper assignment demonstrating the assignment of the Mortgage Loan to TBW, (ii) either the complete original Mortgage Note or a true and correct copy of the Mortgage Note, and/or (iii) a title policy issued with respect to any Mortgage (a "**Title Policy**"), notwithstanding the existence of a commitment for issuance of the Title Policy and evidence that the title insurance premium was paid, and/or (b) the existence of an unsatisfied mortgage, deed of trust or other instrument having priority over a Mortgage, notwithstanding that the Title Policy issued with respect to such Mortgage insures the Mortgage as a first lien or a second lien (as indicated on the Mortgage Loan Schedule) not junior to such unsatisfied mortgage, deed of trust or other instrument (as identified in "Title Search Review" in the Bid Tape).

"**Chain of Title Loans**" means any Mortgage Loan as to which the Bid Tape indicates any of the Chain of Title Concerns.

"**Closing**" means the closing of the Transaction on the Closing Date.

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

"**Court Order**" has the meaning set forth in Section 8.1 hereof.

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

"**Custodian**" means U.S. Bank, in its capacity as custodian of the Mortgage Loan Documents; provided that, if U.S. Bank and Purchaser do not have an on-going banking relationship as of the Effective Date, "Custodian" means a banking institution reasonably

satisfactory to Seller and Purchaser that, in the capacity of custodian of the Mortgage Loan Documents, enters into a Custodian Bailee Letter.

"**Custodian Bailee Letter**" means (i) if the Custodian is U.S. Bank, that certain bailee letter, substantially in the form attached hereto as **Exhibit D**, to be entered into among TBW, Seller, Purchaser, and Custodian no later than five (5) Business Days following the Effective Date, or (ii) if the Custodian is not U.S. Bank, a bailee letter, in form satisfactory to TBW, Seller, Purchaser and Custodian, to be entered into among Seller, Purchaser and Custodian no later than five (5) Business Days following the Effective Date. The Custodian Bailee Letter shall require the Custodian to promptly notify Purchaser and Seller of Custodian's receipt of the Mortgage Loan Documents delivered to Custodian pursuant to the Custodian Bailee Letter.

"**Custodian Release Notice**" means the release in the form attached as Exhibit B to the Custodian Bailee Letter.

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

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

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

"**Data Room**" means the electronic data room made available to Purchaser in connection with this Transaction.

"**Deposit**" has the meaning set forth in Section 3.4(c) hereof.

"**Effective Date**" means the date upon which this Agreement has been fully executed by the Parties.

"**Escrow Agent**" has the meaning set forth in Section 3.6 hereof.

"**Excluded Mortgage Loans**" means the Purchaser Excluded Loans and the Seller Excluded Loans, collectively.

"**Final Order**" has the meaning set forth in Section 8.1 hereof.

"**Foreclosure Attorney**" means an attorney representing Seller in a Foreclosure Proceeding.

"**Foreclosure Proceeding**" means a pending foreclosure of a Mortgage relating to a Mortgage Loan.

"**Foreclosure Proceeding Court**" means a court in which a Foreclosure Proceeding is pending.

"**Governmental Authority**" means any federal, state, local or foreign, governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission including, without limitation, the Bankruptcy Court.

"**Hazardous Substances**" means any substance presently defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise presently regulated under any environmental law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substances includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial hazardous or toxic substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl, and any and all of the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent presently regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides presently regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances presently regulated under the federal Solid Waste Disposal Act and the federal Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, presently regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §§ 1910.1200 *et seq.*; and industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*

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

"**Initial Purchase Price**" has the meaning set forth in Section 3.4(a) hereof.

"**Interim Servicing Agreement**" means an Interim Servicing Agreement between Servicer and Purchaser in the form attached hereto as **Exhibit E**.

"**Litigated Mortgage Loan Documents**" has the meaning set forth in Section 3.2(a) hereof.

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

"**Mortgage**" means with respect to a Mortgage Loan, the mortgage, deed of trust or other instrument which creates either (i) a first lien never modified, or (ii) a first lien modified, or (iii) a first lien pending modification, or (iv) a lien never modified and subordinate to senior lien(s), or (v) a lien modified and subordinate to senior lien(s), or (vi) a lien pending

modification and subordinate to senior lien(s) (in each case including modifications and pending modifications of any of the foregoing in foreclosure or bankruptcy proceedings or otherwise), as set forth on the Mortgage Loan Schedule, on the fee simple in such real property, including any riders, addenda, assumption agreements or modification relating thereto, which secures the Mortgage Note.

"**Mortgage Loan**" or "**Mortgage Loans**" means any mortgage loan listed in the Mortgage Loan Schedule.

"**Mortgage Loan Document Inventory**" means the list of Mortgage Loan Documents pertaining to each Mortgage Loan, as identified in the Bid Tape (and whether or not any such document is an original or a copy), as such inventory may be updated from time to time by written notice given by Seller to Purchaser specifying additional Mortgage Loan Documents in the possession of the Custodian, a Foreclosure Attorney or a Foreclosure Proceeding Court that were not initially identified in the Bid Tape, and which inventory includes, to the extent entered into by a Foreclosure Attorney, a Bailee Letter in respect of Litigated Mortgage Loan Documents.

"**Mortgage Loan Documents**" means with respect to each Mortgage Loan, the mortgage loan documents pertaining to such Mortgage Loan that are specified on the Mortgage Loan Document Inventory and any additional mortgage documents, including any loan modification documents, if any, pertaining to such Mortgage Loan actually in the possession of the Custodian, a Foreclosure Attorney, or a Foreclosure Proceeding Court as of the Closing Date.

"**Mortgage Loan Schedule**" means (a) as of the Effective Date the schedule of Mortgage Loans attached to this Agreement as **Exhibit A**, and (b) as of the Closing Date the final Mortgage Loan Schedule attached to the Assignment and Conveyance. Seller reserves the right, at any time up to one (1) Business Day prior to Closing, to withdraw Mortgage Loans from the Mortgage Loan Schedule if such Mortgage Loans have been paid in full; provided that, in such case, there is a corresponding reduction in the Purchase Price equal to the Individual Purchase Price of each such Mortgage Loan withdrawn by Seller. Purchaser reserves the right to withdraw Purchaser Excluded Mortgage Loans from the final Mortgage Loan Schedule solely as provided in Section 3.3(b) or 9.1(b)(i) hereof, in which case there shall be a corresponding reduction in the Purchase Price equal to the Individual Purchase Price of each such Mortgage Loan withdrawn by Purchaser. Purchaser's obligations under this Agreement to close on the remainder of the Mortgage Loans shall not be affected by the withdrawal of Mortgage Loans by Seller or Purchaser. For avoidance of doubt, the Mortgage Loan Schedule shall include, and Purchaser shall be obligated to purchase at Closing, the Mortgaged Property securing a Mortgage Loan in respect of which a foreclosure sale has occurred prior to Closing, for the applicable Individual Purchase Price.

"**Mortgage Note**" means the note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.

"**Mortgaged Property**" means with respect to each Mortgage Loan, the Mortgagor's real property securing repayment of the related Mortgage Note, consisting of a fee

simple interest in a single parcel of real property improved by a one to four family residential dwelling.

"**Mortgagor**" means the obligor(s) on a Mortgage Note, whether or not such obligor(s) continue(s) to hold title to the Mortgaged Property securing such Mortgage Note.

"**Motion**" has the meaning set forth in Section 8.1 hereof.

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

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

"**Permitted Encumbrances**" shall mean (i) any taxes or assessments not yet due and payable, (ii) any standard printed exceptions in title insurance commitments and policies, (iii) all conditions, restrictions, declarations, subdivisions plats, covenants, limitations, easements, agreements, reservations, exceptions, and other matters of record, (iv) condominium and homeowners' association assessments, whether due and payable prior to, on or after the Cut-Off Date, (v) water, sewer and similar charges, whether due and payable prior to, on or after the Cut-Off Date, (vi) governmental code violations, whether existing and/or resulting in amounts due and payable prior to, on or after the Cut-Off Date, (vii) property registration fees, whether due and payable prior to, on or after the Cut-Off Date, (viii) judgments against a property owner resulting in a lien against such owner's property, (ix) federal, state and local income tax liens against a property owner resulting in a lien against such owner's property, and (x) the fees and costs of attorneys representing a property owner in a foreclosure action.

"**Possessing Party**" means the Custodian, the Foreclosure Attorneys and the Foreclosure Proceeding Courts, to the extent it is in possession of any Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory.

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

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

"**Purchase Price Percentage Schedule**" means the schedule of Purchase Price Percentages which Purchaser shall furnish to Seller simultaneously with Purchaser's execution and delivery of this Agreement, and which shall have been approved by Seller prior to Purchaser's execution of this Agreement.

"**Purchaser Excluded Mortgage Loans**" means the Mortgage Loans which are part of the Mortgage Loan Schedule as of the Effective Date but which are properly withdrawn by Purchaser solely for the reasons described in Section 3.3(b) or Section 9.1(b)(i) hereof.

"**Purchaser's Closing Deliveries**" has the meaning set forth in Section 7.2 hereof.

"**Released Liabilities**" has the meaning set forth in Section 5.1(f) hereof.

"**Seller's Closing Deliveries**" has the meaning set forth in Section 7.1 hereof.

"**Seller Excluded Mortgage Loans**" means the Mortgage Loans which are part of the Mortgage Loan Schedule as of the Effective Date but which are withdrawn or excluded by Seller for any of the reasons described in the definition of "**Mortgage Loan Schedule,**" or as otherwise set forth in this Agreement.

"**Seller Parties**" means Seller, the Litigation Trust, TBW, the TBW Plan Trust, Ocala Funding, the Beneficiaries, and their respective parents, trustees (including, without limitation the Litigation Trustee), officers, directors, members, managers, employees, agents, representatives and attorneys.

"**Servicer**" means Roundpoint Mortgage Servicing Corporation.

"**Servicing File**" means with respect to any Mortgage Loan a file pertaining to such Mortgage Loan which contains the documents in Seller's or Servicer's possession.

"**TBW Bankruptcy Case**" means the case titled *In re Taylor, Bean & Whitaker Mortgage Corp.*, Case No. 09-07047-JAF filed on August 24, 2009 in the Bankruptcy Court.

"**TBW Plan Trust**" means the Taylor Bean & Whitaker Plan Trust, formed pursuant to the Order confirming the Third Amended and Restated Joint Plan of Liquidation of TBW entered in the TBW Bankruptcy Case.

"**U.S. Bank**" means U.S. Bank National Association.

"**Verification Period**" has the meaning set forth in Section 3.3(b) hereof.

**Section 2.2. Other Definitional Provisions; Terms of Construction.**

(a) Accounting terms not otherwise defined in this Agreement have the meanings given to those terms under GAAP.

(b) Defined terms may be used in the singular or the plural, as the context requires.

(c) References to Sections, Exhibits, Schedules and like references are to Sections, Exhibits, Schedules and the like of this Agreement unless otherwise expressly provided or to be provided at a later time.

(d) The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation."

(e) Unless the context in which it is used otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or."

(f) Unless the context in which it is used otherwise clearly requires, all references to days, weeks and months mean calendar days, weeks and months. If the date on or by which a Party is required to take an action falls on a day that is not a Business Day, the date on or by which such action is required to be taken shall be extended to the next following Business Day.

## Article 3.
## PURCHASE AND SALE OF EACH MORTGAGE LOAN

**Section 3.1. Purchase and Sale of Each Mortgage Loan**. Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser on a servicing released basis, and Purchaser hereby agrees to purchase from Seller on a servicing released basis, all of Seller's right, title and interest in and to the Mortgage Loans, including the servicing rights thereto, subject to and upon the terms and conditions hereof.

**Section 3.2. Closing**.

(a) The Closing shall occur as soon as practical after the execution of this Agreement by the Parties hereto, on a date mutually agreeable to Purchaser and Seller (the "**Closing Date**"), but not later than two (2) Business Days after the date of the Final Order as provided in Section 8.1 below; provided that Purchaser and Seller may mutually agree in a written instrument executed by both Seller and Purchaser to extend the Closing Date. The Closing will be held at such location as Purchaser and Seller mutually agree. Purchaser and Seller agree that the Closing shall be effected by a procedure whereby, (i) pursuant to the Custodian Bailee Letter, the Custodian will acknowledge and agree that, as of the time that Seller receives notification from its financial institution that the Purchase Price has been received by Seller, the Custodian is holding the Mortgage Loan Documents described in the Bid Tape (as it may be amended) in custody for Purchaser, and (ii) with respect to any Mortgage Loan Documents purchased by Purchaser that, at Closing, are in the possession of a Foreclosure Attorney or a Foreclosure Proceeding Court in which a Foreclosure Proceeding in respect of such Mortgage Loan Documents is pending (collectively, the "**Litigated Mortgage Loan Documents**"), (A) such Litigated Mortgage Loan Documents shall remain, at and after Closing, in the possession of such Foreclosure Attorney or such Foreclosure Proceeding Court, and (B) on the Closing Date, following Seller's receipt of notification from its financial institution that the Purchase Price has been received by Seller, Seller shall give to each Foreclosure Attorney holding Litigated Mortgage Loan Documents an Attorney Bailee Release Notice, and each Foreclosure Attorney holding Litigated Mortgage Loan Documents will, as of the time that Seller receives notification from its financial institution that the Purchase Price has been received by Seller, hold such Litigation Mortgage Loan Documents in custody for Purchaser. Seller will not be obligated to deliver, or cause any Possessing Party, as applicable, to deliver or release, the Mortgage Loan Documents for any Mortgage Loan, or any other closing documents, to Purchaser until such time as Seller has received notification from its financial institution that the Purchase Price has been received by Seller.

(b) Prior to Closing, Seller shall deliver to the Custodian with respect to each Mortgage Loan other than the Chain of Title Loans described in clause (a) of the defined term "Chain of Title Concerns" (x) an original Assignment of Mortgage from Seller to Purchaser and (y) an original endorsement for each Mortgage Note, endorsed "Pay to the order of _____, without recourse" and signed by Seller. Each such Assignment of Mortgage and Mortgage Note endorsement shall be Mortgage Loan Documents to be held by the Custodian subject to the Custodian Bailee Letter. With respect to the Chain of Title Loans, if applicable and described in clause (a) of the defined term "Chain of Title Concerns", the only conveyancing document that will be delivered at Closing to the Purchaser is the Assignment and Conveyance.

**Section 3.3 Due Diligence.**

(a) Prior to the Effective Date, Purchaser had the opportunity to perform due diligence on the Mortgage Loans based on the information Seller made available to Purchaser (including in the Data Room and the electronic images of the documents described in the Mortgage Loan Document Inventory) and such other documents and information requested by Purchaser and made available by Seller (including electronic images of those documents described on the Mortgage Loan Document Inventory). Seller acknowledges that the Mortgage Loan Schedule attached hereto as **Exhibit A** identifies the Mortgage Loans which the Purchaser has agreed to purchase for a Purchase Price calculated using the Purchase Price Percentages applicable to each Mortgage Loan, as set forth on the Purchase Price Percentage Schedule, subject to Seller's right to exclude the Seller Excluded Mortgage Loans and Purchaser's right to exclude the Purchaser Excluded Mortgage Loans. Purchaser shall be solely responsible for all fees and expenses relating to Purchaser's due diligence.

(b) Promptly following the execution and delivery of the Custodian Bailee Letter by all of the parties to it, Seller will cause TBW to instruct U.S. Bank to deliver the Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory to Custodian. Within fifteen (15) Business Days following Purchaser's receipt of written notice from Custodian that Custodian has received the Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory (such 15-day period being referred to herein as the "**Verification Period**"), Purchaser shall have the right, exercisable at its option, to verify that all of the Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory are in the possession of a Possessing Party, as follows:

(i) verification that the Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory and identified as being in the possession of the Custodian are in the possession of the Custodian may be made by physical inspection at the office of the Custodian;

(ii) verification that the Litigated Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory and identified as being in the possession of a Foreclosure Attorney are in the possession of the Foreclosure Attorney may be made, at Purchaser's option, by physical inspection at the office of the Foreclosure Attorney or by verbal or written confirmation from the Foreclosure Attorney obtained by Purchaser; and

(iii) verification that the Litigated Mortgage Loan Documents set forth in the Mortgage Loan Document Inventory and identified as being in the possession of a Foreclosure Proceeding Court (or identified by a Foreclosure Attorney as being in the possession of a Foreclosure Proceeding Court) are in the possession of the Foreclosure Proceeding Court may be made by physical inspection at the Foreclosure Proceeding Court (to the extent permitted by such court), or verbal or written confirmation from a Foreclosure Attorney that such Foreclosure Attorney has delivered such Litigated Mortgage Loan Documents to the Foreclosure Proceeding Court.

If Purchaser elects to make such verification and accurately determines that any of the Critical Mortgage Loan Documents (as defined below) listed on the Mortgage Loan Document Inventory in respect of any particular Mortgage Loan are not in the possession of a Possessing Party in the form consistent with the image provided in the Data Room, Purchaser shall so notify Seller in writing within three (3) Business Days following the expiration of the Verification Period, describing the missing Critical Mortgage Loan Documents. If, at least two (2) Business Days prior to the Closing Date, Seller has failed to deliver to the Custodian or the Foreclosure Attorney the Critical Mortgage Loan Documents listed on the Mortgage Loan Document Inventory that were not in the possession of a Possessing Party in the form consistent with the image provided in the Data Room, as described in Purchaser's written notice to Seller, Purchaser shall have the right, by written notice given to Seller at least one (1) Business Day prior to the Closing Date, to withdraw from the Mortgage Loan Schedule the Mortgage Loan in respect of which a Critical Mortgage Loan Document is not in the possession of a Possessing Party in a form consistent with the image provided in the Data Room, and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan. Seller shall direct, and, if the Custodian is U.S. Bank, shall cause TBW to direct, the Custodian and each Foreclosure Attorney possessing any of the Mortgage Loan Documents, upon the expiration of the Verification Period, to seal the boxes or other containers or files in which the Mortgage Loan Documents (which such Mortgage Loan Documents shall exclude any Mortgage Loan Documents pertaining to the Excluded Mortgage Loans) are kept by it and, except as otherwise required by law or in the prosecution of a Foreclosure Proceeding, not to permit access to their contents to any parties prior to the earlier of the Closing Date or the sooner termination of this Agreement. As used herein, the term "**Critical Mortgage Loan Document**" in respect of any Mortgage Loan, other than a Chain of Title Loan described in clause (a) of the defined term "Chain of Title Concerns", shall mean (i) any original Mortgage Note, as modified if applicable (unless the Mortgage Loan Document Inventory includes an original lost note affidavit in respect of such Mortgage Note and a copy of the executed Mortgage Note), (ii) any original Mortgage and any modification thereto if such Mortgage has been modified (unless the Mortgage Loan Document Inventory includes a copy of the Mortgage and any modification thereto if such Mortgage has been modified that was recorded in the public records of the jurisdiction where the Mortgaged Property encumbered by such Mortgage is located, or a copy which has been certified by a court in the jurisdiction where the Mortgaged Property is located), (iii) any original assignment of Mortgage that is reasonably necessary to establish ownership of the Mortgage by Seller (unless the Mortgage Loan Document Inventory includes a copy of the assignment of Mortgage that was recorded in the public records of the jurisdiction where the Mortgaged Property encumbered by such Mortgage is located to establish ownership of the Mortgage by Seller), and (iv) to the extent that the Mortgage Loan Document Inventory indicates the existence of a Title Policy with

respect to any Mortgage Loan, any original Title Policy (unless the Mortgage Loan Document Inventory indicates that only a copy of the Title Policy is held by Seller).

**Section 3.4 Purchase Price and Deposit.**

(a) **Purchase Price**. Subject to any adjustments to the Purchase Price as set forth in this Agreement, the "**Purchase Price**" to be paid by Purchaser to Seller for the Mortgage Loans purchased shall be an amount equal to the sum, for each Mortgage Loan, of (i) the Individual Purchase Price, plus (ii) for each Mortgage Loan that is not a Nonperforming Mortgage Loan on the Cut-Off Date, accrued and unpaid interest, calculated at the applicable interest rate for such Mortgage Loan, through the Closing Date. As of the Effective Date, the aggregate Individual Purchase Prices for the Mortgage Loans described in the Mortgage Loan Schedule attached hereto as **Exhibit A** is $15,896,772.07 (the "**Initial Purchase Price**"), subject to the adjustments as set forth in Section 3.4(b) below.

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

(c) **Deposit**. Simultaneously with Purchaser's execution and delivery of this Agreement, Purchaser shall deposit with the Escrow Agent an amount (the "**Deposit**") equal to ten percent (10%) of the Initial Purchase Price. The Deposit shall be held by the Escrow Agent and disbursed pursuant to the terms of this Agreement and the Escrow Agreement. The Deposit shall be applied for the benefit of Purchaser toward the payment of the Purchase Price or refunded to Purchaser or paid to Seller in accordance with the terms and conditions of this Agreement or otherwise described in accordance with the terms of Article 9 below. Seller, Purchaser and Escrow Agent shall execute the Escrow Agreement attached hereto as **Exhibit B** prior to delivery of the Deposit, which Escrow Agreement shall become effective upon the delivery of the Deposit to Escrow Agent. Any dispute as to the application or distribution of the Deposit shall be resolved as provided in the Escrow Agreement.

(d) **Credits to Purchaser at Closing**. At Closing, Purchaser shall be entitled to receive a credit against the Purchase Price, in respect of Mortgage Loans actually purchased by Purchaser, solely for (i) all payments of principal that were received by Seller after the Cut-Off Date; (ii) all payments of interest (or any portion thereof) that were received by Seller and which apply to periods after the Closing Date; (iii) all loan pay-off proceeds received after the Cut-Off Date; and (iv) Allowable Credits. Seller shall be entitled to retain all amounts for which Purchaser receives a credit pursuant to this Section 3.4(d). To the extent that any Allowable Credits payable at Closing cannot be determined at Closing (e.g., the invoice for an Allowable Credit is not received prior to Closing), Seller will reimburse Purchaser promptly after Purchaser furnishes to Seller a request for payment, accompanied by evidence reasonably acceptable to Seller of the amount due and payable. Purchaser shall not receive any credit against the Purchase Price in respect of any of the Permitted Encumbrances.

**Section 3.5 Payment.**

(a) The Purchase Price for the Mortgage Loans net of the Deposit as described in Section 3.4(c), together with any closing costs payable by Purchaser, shall be paid on the Closing Date by wire transfer of immediately available funds as directed by Seller. Seller, simultaneously with the payment of the Purchase Price on the Closing Date, shall execute and deliver to Purchaser an Assignment and Conveyance with respect to the Mortgage Loans purchased on the Closing Date and identified on the final Mortgage Loan Schedule attached thereto.

(b) Upon the payment of the Purchase Price, the contents of each Servicing File with respect to the purchased Mortgage Loans shall be held by Servicer for the benefit of Purchaser pursuant to the Interim Servicing Agreement. Nothing herein shall be construed to require Seller to retain any Servicing File or continue any obligations with respect thereto. Ownership of the contents of the Servicing Files with respect to the purchased Mortgage Loans shall vest in Purchaser on the Closing Date, and the ownership of all records and documents with respect to the related Mortgage Loan, prepared by or which come into the possession of Seller, shall immediately vest in Purchaser. Purchaser shall be responsible for and pay for any and all de-boarding fees with respect to the existing servicing.

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

**Section 3.6 Escrow.** The Parties acknowledge and agree that the following party shall serve as the escrow agent ("**Escrow Agent**") for purposes of holding the Deposit:

U.S. Bank National Association
Attn: John Linssen
60 Livingston Avenue EP-MN-WS3D
St. Paul, MN 55107-2292
Telephone: 651-466-5049
Fax: 651-466-7365
Email: john.linssen@usbank.com

Payment for the use of the services of the Escrow Agent for purposes of holding the Deposit shall be the sole responsibility of Purchaser.

**Section 3.7 Casualty Damage.** If, following the Effective Date and prior to the Closing Date, all or a material portion of a Mortgaged Property shall be damaged by casualty (a "**Damaged Property**"), Seller shall transfer and assign to Purchaser at Closing any insurance claim with respect to such casualty and/or insurance proceeds with respect to such claim. Copies of casualty/hazard insurance policies in respect of the Mortgaged Properties, to the extent in Seller's possession as of the Effective Date, shall be made available in the Data Room.

## Article 4.
## SERVICING; TRANSFER OF SERVICING

**Section 4.1. Servicing of the Mortgage Loans.**

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

**Section 4.2. Transfer of Servicing.**

On or before the Closing Date, Purchaser shall enter into the Interim Servicing Agreement with Servicer such that, effective immediately as of the Closing, Purchaser shall assume the servicing obligations with respect to each purchased Mortgage Loan, including, without limitation, the payment of any servicing fees incurred by Servicer following the Closing, and Servicer shall cease and/or terminate any servicing of the purchased Mortgage Loans on behalf of Seller and/or TBW.

## Article 5.
## REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF PURCHASER

**Section 5.1. Representations and Warranties.** Purchaser represents, warrants and covenants to Seller as of the Effective Date and Closing Date, as follows:

(a) **Due Formation and Good Standing.** Purchaser is duly organized, validly existing and in good standing under the laws of its state of formation.

(b) **Authority and Capacity.** Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements or instruments and the consummation of the Transaction contemplated hereby and thereby, each has been duly and validly authorized by all necessary company action. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Purchaser enforceable in accordance with its terms.

(c) **No Conflict**. Neither the execution and delivery of this Agreement, the consummation of the Transaction contemplated hereby nor compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of any of the Purchaser's organizational documents, or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any Order of any Governmental Authority applicable to Purchaser. No person or entity affiliated with Purchaser is affiliated with Seller or any present officer or director of Seller.

(d) **Statements Made**. No representation, warranty or written statement made by Purchaser in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished to Seller by Purchaser in connection with the Transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact.

(e) **Broker Fees**. Purchaser represents that it has not engaged the services of any investment banker, broker or finder, in connection with this Agreement or the Transaction. Purchaser shall defend, indemnify and hold Seller harmless from and against any claim for any commissions or fees or other like payment based in any way upon agreements, arrangements, or understandings made or claimed to have been made by Purchaser with any third person.

(f) **Decision to Purchase**.

(i) Except as otherwise expressly set forth in this Agreement, neither Seller nor any of the Seller Parties have made any guaranties, promises, statements, assurances, representations or warranties, express or implied, to Purchaser, including, without limitation, pertaining to the status of the Mortgage Loans, including the status of title thereto, the suitability of the Mortgage Loans for any purpose, the profitability of owning the Mortgage Loans, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Mortgage Loans for Purchaser's intended use or for any use whatsoever, the rental income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any Hazardous Substances or materials in, on or under the Mortgaged Property, or as to any other past, present or future matter whatsoever.

(ii) Purchaser acknowledges and agrees that with respect to each of the Mortgage Loans the data and files made available to Purchaser, together with Purchaser's ability to perform its own due diligence on each of the Mortgage Loans, were an adequate and sufficient basis on which to determine whether to purchase each of the Mortgage Loans and upon which to enter into this Agreement for the Purchase Price and each Purchase Price Percentage set forth in the Purchase Price Percentage Schedule. Purchaser has made such independent investigations and engaged in such other due diligence as it deems to be warranted with respect to the physical condition, title, nature, validity, enforceability, collectability and value of each of the Mortgage Loans, and all other facts Purchaser deemed material for its purchase of each of the Mortgage Loans, and Purchaser is entering into this Transaction solely on the basis of that investigation and Purchaser's own judgment. Without limiting the generality of the foregoing, Purchaser acknowledges that the Mortgaged Properties securing certain of the Mortgage Loans may be

subject to pending foreclosure proceedings and that certain Mortgagors may be the subject of pending bankruptcy proceedings. Purchaser acknowledges that, except as set forth in this Agreement, Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps, sketches, drawings, plans, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Seller or any of the Seller Parties. Purchaser further acknowledges that Purchaser has had the opportunity to review each of the Mortgage Loan Documents described in the Mortgage Loan Document Inventory and the Bid Tape, and the Mortgage Loan Documents located in the Data Room, and will have the opportunity to review such documents, prior to the Closing Date, on site at the Custodian's place of business.

(iii) Purchaser acknowledges and agrees that it has satisfied itself regarding the condition of the Mortgage Loans, and that the Mortgage Loans purchased by Purchaser hereunder will be purchased "AS IS" and "WITH ALL FAULTS," and subject to all of the Permitted Encumbrances. Purchaser shall assume and shall be deemed to have assumed, as of the Cut-Off Date, the responsibility and risk of all defects to and conditions of the Mortgage Loans and the Mortgaged Properties, including such defects and conditions, if any, that cannot be observed by casual inspection. Seller and Purchaser acknowledge and agree that this disclaimer has been specifically negotiated, and that the Mortgage Loans will be sold in their then-present condition at Closing. Except to the extent of any express representations contained in this Agreement, Purchaser for itself and its agents, affiliates, successors and assigns, hereby waives, releases and forever discharges the Seller Parties from any and all amounts, actions, demands, claims, costs, expenses, damages and liabilities (including, without limitation, attorneys' fees and costs), at law or in equity (collectively, the "**Released Liabilities**"), relating to or arising from the condition or status of, or any other matter in any way pertaining to, the Mortgage Loans, the Servicing Files, the Mortgaged Loan Documents, and/or the Mortgaged Property, whether such Released Liabilities are known or unknown, foreseen or unforeseen, patent or latent. The provisions of this Section shall survive the execution and delivery of any Mortgage Loan delivered hereunder and the Closing of the Transaction contemplated hereby.

(g) **Financial Capability**. Purchaser has the financial capability to timely consummate the Transaction contemplated hereby. Furthermore, Purchaser expressly agrees and acknowledges that Purchaser's obligations hereunder are not in any way conditioned upon, or qualified by, Purchaser's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt, financing or equity investment or otherwise) to consummate the Transaction contemplated hereby.

## Article 6.
## REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF SELLER

**Section 6.1. Representations and Warranties**. As to each Mortgage Loan, Seller represents and warrants to Purchaser as of the Effective Date and Closing Date, as follows:

(a) **Formation**. The Litigation Trust was established pursuant to the Litigation Trust Agreement, which remains in full force and effect.

(b) **Authority and Capacity**. Seller has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. Subject to obtaining the Beneficiary Consent, the execution and delivery of this Agreement and any related agreements or instruments and the consummation of the Transaction contemplated hereby and thereby, have been duly and validly authorized by all necessary company action, and any action required by the Beneficiaries. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Seller enforceable in accordance with its terms.

(c) **No Conflict**. Neither the execution and delivery of this Agreement, the consummation of the Transaction contemplated hereby, nor compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of any agreement or instrument to which Seller is now a party or by which it is bound, or of any Order of any Governmental Authority applicable to Seller, other than as set forth in Section 8.1 below.

(d) **Broker Fees**. Seller represents that it has not engaged the services of any investment banker, broker or finder, in connection with this Agreement or the Transaction, other than SOLIC Capital Advisors, LLC. Seller shall be responsible for payment of any commissions or fees or other like payment based upon its agreements, arrangements, or understandings with SOLIC Capital Advisors, LLC.

(e) **Title to Mortgage Loans/Ownership**. Based solely on the Confirmation Order, the Plan, the Litigation Trust Agreement, and the Beneficiary Consent, Seller holds legal title to the Mortgage Loans, which title is held for the benefit of the Beneficiaries. Since the Effective Date, Seller has not transferred or conveyed any interests in the Mortgage Loans. Subject to receipt of the Court Order and such Order becoming a Final Order, and receipt of the Beneficiary Consent, Seller has full right to transfer and sell the Mortgage Loans to Purchaser, free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest (other than the Permitted Encumbrances). Notwithstanding anything herein to the contrary, the representations and warranties set forth in this Section 6.1(e) shall (i) terminate as of the Closing, and (ii) not apply to the Chain of Title Loans, and Purchaser hereby acknowledges and agrees that the Chain of Title Loans are being transferred without any representations or warranties whatsoever.

## Article 7.
## TRANSFER OF INTEREST

**Section 7.1. Delivery of Seller Documents and Other Items**. On the Closing Date, Seller (or its designee) shall deliver to Purchaser (or its designee) the following (collectively, "**Seller's Closing Deliveries**"):

(a) The Mortgage Loan Documents then held by the Custodian pursuant to the Custodian Bailee Letter and which are purchased by Purchaser, which, as of Seller's receipt of written notification from its financial institution that the Purchase Price in respect of such Mortgage Loan Documents has been received by Seller, shall be held by the Custodian pursuant

to the terms of the Custodian Bailee Letter for the benefit of Purchaser (and Seller shall (and if U.S. Bank is the Custodian shall cause TBW to), following Seller's receipt of written notification from its financial institution that the Purchase Price in respect of such Mortgage Loan Documents has been received by Seller, deliver to the Custodian an executed Custodian Release Notice);

(b) The Litigated Mortgage Loan Documents then held by a Foreclosure Attorney and which are purchased by Purchaser, which, as of Seller's receipt of written notification from its financial institution that the Purchase Price in respect of such Litigated Mortgage Loan Documents has been received by Seller, shall be held by the Foreclosure Attorney for the benefit of Purchaser (and Seller shall, following Seller's receipt of written notification from its financial institution that the Purchase Price in respect of such Litigated Mortgage Loan Documents has been received by Seller, deliver to the Foreclosure Attorney an executed Attorney Bailee Release Notice);

(c) The Litigated Mortgage Loan Documents then held by a Foreclosure Proceeding Court and which are purchased by Purchaser, which, as of Seller's receipt of written notification from its financial institution that the Purchase Price in respect of such Litigated Mortgage Loan Documents has been received by Seller, shall be held by the Foreclosure Proceeding Court for the benefit of Purchaser;

(d) The Assignment and Conveyance executed by Seller and conveying to Purchaser the Mortgage Loans; and

(e) A closing statement or reconciliation in form reasonably acceptable to Purchaser and Seller.

**Section 7.2. Delivery of Purchaser Documents and Other Items**. On the Closing Date, Purchaser will execute and/or deliver to Seller or to other applicable parties (to the extent not previously delivered by Purchaser) the following (collectively, "**Purchaser's Closing Deliveries**"):

(a) The Purchase Price for the Mortgage Loans purchased on the Closing Date, wired to Seller as provided herein;

(b) A closing statement or reconciliation in form reasonably acceptable to Purchaser and Seller;

(c) The Assignment and Conveyance executed by Purchaser; and

(d) The Interim Servicing Agreement executed by Purchaser;

**Section 7.3. Further Assurances and Post-Closing Deliveries.**

Seller and Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the Transaction contemplated under this Agreement. Without limiting the generality of the foregoing, and to the extent that, as of the Closing Date, any of the Mortgage Loans purchased by Purchaser hereunder

are subject to a Foreclosure Proceeding or any Mortgagor under a Mortgage Loan purchased by Purchaser is the subject of a pending bankruptcy proceeding, Purchaser and Seller shall, within sixty (60) days after the Closing Date, execute and deliver, and where applicable file with the appropriate court, or otherwise deliver to the appropriate third party, notices or documents required by a court in which a Foreclosure Proceeding or a Mortgagor's bankruptcy is pending to (i) substitute Purchaser as plaintiff, and, if required by Purchaser, Purchaser's counsel as plaintiff's counsel in such Foreclosure Proceeding, or (ii) notify the court, a trustee, or Mortgagor of the transfer or assignment of the applicable Mortgage Loan and any claims relating thereto in such Mortgagor's bankruptcy proceeding. Seller shall also execute and deliver to Purchaser such documents as may reasonably be required to assign to Purchaser Seller's rights in respect of any foreclosure judgments in any Foreclosure Proceedings in respect of which a foreclosure sale has not occurred prior to the Closing Date. The obligations of the parties under this Section 7.3 shall survive the Closing.

**Section 7.4. Expenses; Liabilities.**

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

(b) Except as otherwise set forth in this Agreement, and except for the Allowable Credits, Purchaser is responsible for all fees, costs, and expenses, including, but not limited to, taxes, utilities, assessments, and other charges, and Permitted Encumbrances associated with a Mortgage Loan. Promptly following the Closing Date (but not later than the date payment is due under any applicable law, regulation or otherwise), Purchaser shall pay all transfer, filing and recording fees, taxes, costs and expenses applicable to the assignment of the Mortgage Loans to Purchaser, excluding all income and franchise taxes, but including all realty transfer, mortgage assignment, documentary and similar taxes payable in connection with the filing or recording of the Assignment and Conveyance (including such of the foregoing as may by custom or required by applicable law be payable by a seller of loans). Purchaser shall pay for the title insurance premium for any title insurance policy or endorsement obtained by Purchaser and insuring Purchaser's lien interest with respect to the Mortgage Loans. The provisions of this Section shall survive the Closing.

## Article 8.
## CONDITIONS TO CLOSING

**Section 8.1. Conditions To Obligations of Each Party.**

The respective obligations of each Party to effect the sale and purchase of the Mortgage Loans shall be subject to the fulfillment (or, if permitted by applicable law, waiver) on or prior to the Closing Date, of the following conditions:

(a) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting

the consummation of the Transaction contemplated by this Agreement that has not been withdrawn or terminated;

(b) the Beneficiaries shall have consented to the sale of the Mortgage Loans on the terms set forth herein, which consent shall be in substantially the form of the Beneficiary Consent attached hereto as **Exhibit G**, an executed copy of which shall be delivered to Purchaser;

(c) The Litigation Trustee, on behalf of the Litigation Trust, shall have filed a motion (the "**Motion**") in the Bankruptcy Case to approve this Agreement pursuant to, inter alia, the Plan, the Litigation Trust, the Confirmation Order, and Sections 105(a) and 363(b) of the Bankruptcy Code, which Motion shall seek an order pursuant to Section 363(b) approving this Agreement (the "**Court Order**"), which Court Order shall be in a form and substance mutually acceptable to the Parties;

(d) The Litigation Trustee shall have provided notice of the Motion to the Litigation Trust, the Beneficiaries, and all parties in interest in the Bankruptcy Case as required pursuant to the Bankruptcy Rules and the Plan; and

(e) The Court Order shall have been entered by the Bankruptcy Court and shall have become a Final Order and a copy shall have been delivered to Purchaser.[1]

**Section 8.2. Conditions to Obligations of Purchaser.**

The obligation of Purchaser to purchase the Mortgage Loans and otherwise to consummate the Transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following conditions, in addition to those set forth in Section 8.1:

(a) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date; and

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

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[1] For purposes of this Agreement, "**Final Order**" shall mean an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, as entered on its docket, that has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal, petition for certiorari or move for reargument, rehearing or a new trial has expired and no appeal, petition for certiorari or motion for reargument, rehearing or a new trial, respectively, has been timely filed, or (b) any appeal, any petition for certiorari or any motion for reargument, rehearing or a new trial that has been or may be filed has been resolved by the highest court (or any other tribunal having final appellate jurisdiction over the order or judgment) to which the order or judgment was appealed or from which certiorari or reargument, rehearing or a new trial was sought, and the time to take any further appeal, petition for certiorari or move for reargument, rehearing or a new trial shall have expired without such actions having been taken; provided, however, the possibility that a party may file a motion for reconsideration of an order or judgment pursuant to Rule 60(b) of the Federal Rules of Civil Procedure, Section 502(j) of the Bankruptcy Code, or to Rules 9023 or 9024 of the Federal Rules of Bankruptcy Procedure shall not preclude an order from being a Final Order.

Any condition specified in this Section 8.2 may be waived by Purchaser; provided that no such waiver shall be effective against Purchaser unless it is set forth in a writing executed by Purchaser.

**Section 8.3. Conditions to Obligations of Seller**. The obligation of Seller to sell the Mortgage Loans and otherwise consummate the Transaction contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following conditions, in addition to those set forth in Section 8.1:

(a) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date; and

(b) each of the Purchaser's Closing Deliveries required to be made to Seller pursuant to Section 7.2 shall have been so delivered.

Any condition specified in this Section 8.3 may be waived by Seller; provided that no such waiver shall be effective against Seller unless it is set forth in writing executed by Seller.

## Article 9.
## TERMINATION

**Section 9.1. Termination**.

This Agreement may be terminated, and the Transaction contemplated hereby may be abandoned by mutual written consent of Purchaser and Seller, or by written notice promptly given to the other Party hereto, at any time prior to the Closing Date as set forth below:

(a) By either Purchaser or Seller if (i) any permanent injunction or other Order of a Governmental Authority which prevents the consummation of the Transaction shall have become final and not appealable, or (ii) the Beneficiaries fail to consent to the sale of the Mortgage Loans on the terms set forth herein, or (iii) the Bankruptcy Court does not enter the Court Order or if such Order does not become a Final Order on or before October 31, 2017;

(b) By Purchaser:

(i) if there has been a breach by Seller of any of its representations or warranties or covenants that would result in the conditions set forth in Section 8.2 not being met and which breach is not cured within ten (10) Business Days after notice of such breach is given by Purchaser to Seller (provided, however, that the failure of any representation or warranty to be true and correct in all material respects with respect to any particular Mortgage Loan shall entitle Purchaser only to withdraw such Mortgage Loan from the Mortgage Loan Schedule and such withdrawn Mortgage Loan shall be a Purchaser Excluded Mortgage Loan); or

(ii) if Seller fails to deliver Seller's Closing Deliveries on or before the Closing Date.

(c) By Seller:

(i) if there has been a breach by Purchaser of any of its representations or warranties or covenants that would result in the conditions set forth in Section 8.3 not being met and which breach is not cured within ten (10) Business Days after notice of such breach is given by Seller to Purchaser; or

(ii) if Purchaser fails to deliver Purchaser's Closing Deliveries on or before the Closing Date.

**Section 9.2. Effect of Termination**. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Article 9. If this Agreement terminates for any reason set forth in Section 9.1 and Seller is not entitled to retain the Deposit as liquidated damages pursuant to Section 9.3, the Deposit, in accordance with the Escrow Agreement, shall be refunded to Purchaser within three (3) Business Days after the date of such termination. Notwithstanding the foregoing, the provisions of Article 10 shall expressly survive the expiration or termination of this Agreement.

**Section 9.3. Loss of Deposit**. If Purchaser defaults in performing its obligation to close the Transaction or in performing any other obligation on Purchaser's part to be performed under this Agreement which would entitle Seller to terminate this Agreement pursuant to Section 9.1(c) and Seller exercises such termination right and this Agreement is terminated, Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty, and upon such retention this Agreement shall be deemed terminated and neither Party hereto shall have any obligations to or rights or remedies against the other hereunder, except for any agreements or provisions hereof which are specifically provided herein to survive any cancellation or termination of this Agreement. **SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON SUCH A DEFAULT BY PURCHASER AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON SUCH A DEFAULT BY PURCHASER. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAWS AND REGULATIONS.**

## Article 10.
## GENERAL PROVISIONS

**Section 10.1. Confidential Nature of Information**. Subject to any disclosure obligations of any Seller Parties relating thereto (whether pursuant to the Confirmation Order or the Litigation Trust or otherwise), all information disclosed by Purchaser to Seller or by Seller to Purchaser in connection with this Agreement or the Transaction contemplated hereby, shall be and remain confidential (including, without limitation, in accordance with the requirements of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6827, *Interagency Guidelines Establishing Information Security Standards*; 12 C.F.R. Part 570, Appendix B, and other applicable laws regarding privacy), and Purchaser and Seller agree to retain them in confidence and to require

their respective employees, consultants, professional representatives, and agents to retain said information in confidence. Neither Party will use or disclose to others, nor permit the use or disclosure of, any such confidential information obtained from or revealed by the other Party. Notwithstanding anything to the contrary in this Section 10.1, a Party may disclose any information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the disclosing Party provides to the other Party (i) prior written notice of the intended disclosure or (ii) if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure. In the event this Agreement is terminated without the Closing of the Transaction contemplated hereby, each Party shall remain obligated under this Section and Purchaser shall forthwith deliver to Seller (without retaining copies thereof) any and all documents or other written information obtained from Seller in connection with this Agreement and the Transaction contemplated hereby, provided however, that Purchaser may retain (a) any documents or records to the extent required by law or regulation or for internal legal or administrative purposes in accordance with its policies, and (b) any documents or records that would be unreasonably burdensome to destroy (such as archived computer records). The provisions of this section shall survive the Closing Date or the earlier termination of this Agreement for a period of one (1) year from the Effective Date, or such longer time as is required by applicable law.

**Section 10.2. No Public Announcement.** Neither Seller nor Purchaser shall, without the approval of Seller (in the case of a disclosure by Purchaser) or Purchaser (in the case of a disclosure by Seller), but subject to any disclosure obligations of Seller relating thereto (whether pursuant to the Confirmation Order or the Litigation Trust or otherwise), which approval in either case shall not be unreasonably withheld, make any press release or other public announcement concerning the Transaction contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required by securities laws, or by the rules of any stock exchange, in which case the other Party shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

**Section 10.3. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by facsimile or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

ABS Loan Trust II
c/o Marathon Asset Management
One Bryant Park, 38th Floor
New York, New York 10036
Attn: Sean Duffy

If to Seller, to:

Neil F. Luria, as Trustee
Ocala Funding Litigation Trust
Suite 120, Millenia Park One
4901 Vineland Road
Orlando, Florida 32811
Facsimile: (801) 751-9537

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

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

or to such other address or facsimile number as such Party may indicate by a notice delivered to the other Party hereto.

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the date following the date upon which it is delivered for overnight delivery to such courier service, if delivered personally (with written confirmation of receipt), on the date of such delivery or, if sent via facsimile, on the date of the transmission of the facsimile, provided that the sender thereof receives written confirmation that the facsimile was successfully delivered to the intended recipient.

**Section 10.4. Successors and Assigns.**

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable without the written consent of the other Party hereto, which consent shall not be unreasonably withheld as long as any proposed assignee of Purchaser's rights and obligations hereunder is affiliated with Purchaser.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the Parties, the Seller Parties, and their respective successors and assigns permitted by this Section 10.4 any right, remedy or claim under or by reason of this Agreement.

**Section 10.5. Entire Agreement; Amendments.** This Agreement and all exhibits hereto contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between

or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

**Section 10.6. Waivers**. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

**Section 10.7. Expenses**. Except as expressly provided otherwise herein, each Party will pay all its respective costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants. Payment for all recording costs with respect to Assignments of Mortgage shall be the sole responsibility of Purchaser.

**Section 10.8. Partial Invalidity**. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

**Section 10.9. Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronically imaged signatures such as .pdf files shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 10.10. Governing Law**.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

(b) All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Parties hereby consent to service of process by mail (in accordance with Section 10.3) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

**Section 10.11. No Third Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and the Seller Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

**Section 10.12. Survival; Exclusive Remedy**. Except as otherwise specifically provided in this Agreement, the representations, warranties, and covenants of Seller and Purchaser contained herein, or in any certificates or other documents delivered prior to the Closing, shall expire with, and be terminated and extinguished by, the Closing, and thereafter neither Seller nor Purchaser nor any Seller Party shall have any liability whatsoever with respect to any such representation, warranty, covenant or agreement. Under no circumstances shall Seller or any other Seller Party be liable for any monetary damages to Purchaser hereunder, and return of the Deposit or specific performance shall be Purchaser's exclusive remedy for Seller's default.

**Section 10.13. No Personal Liability**. Purchaser acknowledges and agrees that Neil F. Luria is executing this Agreement and the other documents contemplated hereby solely in his capacity as the Litigation Trustee, and he shall not have any personal liability to, and shall not be personally liable for, any losses or liabilities incurred by Purchaser, or anyone claiming by, through or under Purchaser, in respect of this Agreement, any other documents contemplated hereby, or the Transaction.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned Parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, as of the date set forth below.

**PURCHASER**:

ABS Loan Trust II
By: ABS Loan Trust II, LLC,
its Administrator and Depositor

By: _____
Name: Andrew Springer
Title: Authorized Signatory

Date: 8/1/17

**SELLER:**

**OCALA FUNDING LITIGATION TRUST**

By: _____
Neil F. Luria, as Trustee

Date: _____

IN WITNESS WHEREOF, each of the undersigned Parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, as of the date set forth below.

PURCHASER:

ABS Loan Trust II
By: ABS Loan Trust II, LLC,
its Administrator and Depositor

By: _____
Name:
Title:

Date: _____

SELLER:

OCALA FUNDING LITIGATION TRUST

By: _____
Neil F. Luria, as Trustee

Date: 8/4/17

# Exhibit A

## Mortgage Loan Schedule

| TBW Loan # | UPB (Int Bearing + Forbeared) | Offer Amount | Purchase Price Percentage |
|---|---|---|---|
| 1543838 | $83,212.77 | $78,213.78 | 94.0% |
| 2159292 | $70,521.39 | $59,041.86 | 83.7% |
| 2260477 | $222,476.48 | $191,661.58 | 86.1% |
| 2334207 | $236,125.25 | $224,655.23 | 95.1% |
| 2545141 | $158,947.39 | $149,013.49 | 93.8% |
| 2608702 | $80,345.35 | $76,855.78 | 95.7% |
| 2665319 | $70,376.09 | $44,862.75 | 63.7% |
| 2667759 | $17,936.27 | $17,577.54 | 98.0% |
| 2692065 | $107,491.53 | $105,341.70 | 98.0% |
| 2711956 | $120,287.45 | $114,024.42 | 94.8% |
| 2743691 | $68,205.23 | $58,928.72 | 86.4% |
| 2745024 | $209,330.70 | $199,091.02 | 95.1% |
| 2771542 | $30,309.36 | $28,184.52 | 93.0% |
| 2777191 | $112,722.03 | $92,412.53 | 82.0% |
| 2799689 | $65,620.39 | $64,307.98 | 98.0% |
| 2801468 | $239,398.45 | $229,830.15 | 96.0% |
| 2825820 | $240,107.80 | $207,989.74 | 86.6% |
| 2837719 | $100,368.02 | $93,161.50 | 92.8% |
| 2886297 | $270,160.47 | $252,600.05 | 93.5% |
| 2914617 | $371,168.71 | $152,887.32 | 41.2% |
| 2968303 | $92,431.30 | $90,582.67 | 98.0% |
| 3039920 | $49,155.42 | $43,380.16 | 88.3% |
| 3046855 | $17,672.02 | $17,318.58 | 98.0% |
| 3058746 | $59,562.53 | $56,172.53 | 94.3% |
| 3076932 | $16,201.43 | $12,944.52 | 79.9% |
| 3078709 | $53,495.60 | $33,833.06 | 63.2% |
| 3116401 | $88,398.81 | $85,052.99 | 96.2% |
| 3127085 | $176,526.64 | $166,847.59 | 94.5% |
| 3130871 | $118,474.33 | $109,320.49 | 92.3% |
| 3133762 | $105,392.68 | $103,284.83 | 98.0% |
| 3147286 | $28,365.57 | $27,798.26 | 98.0% |
| 3171114 | $111,373.03 | $106,141.99 | 95.3% |
| 3171863 | $77,781.15 | $40,592.60 | 52.2% |
| 3206389 | $122,340.45 | $116,314.41 | 95.1% |
| 3218039 | $142,608.48 | $136,916.13 | 96.0% |
| 3239253 | $135,596.02 | $130,447.53 | 96.2% |
| 3251443 | $179,440.80 | $171,201.10 | 95.4% |
| 3257724 | $24,030.32 | $23,326.65 | 97.1% |

| | | | |
|---|---|---|---|
| 3276571 | $211,217.64 | $185,627.17 | 87.9% |
| 3277057 | $88,393.60 | $82,885.60 | 93.8% |
| 3278327 | $165,080.00 | $152,248.26 | 92.2% |
| 3278524 | $153,700.39 | $101,134.28 | 65.8% |
| 3290047 | $70,241.83 | $67,863.31 | 96.6% |
| 3300701 | $433,945.77 | $364,651.97 | 84.0% |
| 3316450 | $30,233.84 | $29,052.66 | 96.1% |
| 3326345 | $129,455.26 | $124,360.34 | 96.1% |
| 3330418 | $162,894.39 | $151,977.96 | 93.3% |
| 3335709 | $298,241.87 | $276,725.95 | 92.8% |
| 3339707 | $133,492.27 | $130,721.18 | 97.9% |
| 3343021 | $236,252.86 | $226,527.10 | 95.9% |
| 3344666 | $76,413.01 | $74,333.11 | 97.3% |
| 3350821 | $75,092.11 | $71,639.70 | 95.4% |
| 3352810 | $61,861.63 | $54,524.18 | 88.1% |
| 3354101 | $82,220.49 | $66,825.87 | 81.3% |
| 3355972 | $108,287.38 | $91,506.27 | 84.5% |
| 3365019 | $95,651.07 | $91,311.62 | 95.5% |
| 3365776 | $160,744.59 | $155,505.56 | 96.7% |
| 3366404 | $109,702.98 | $107,006.14 | 97.5% |
| 3371104 | $340,608.67 | $328,518.90 | 96.5% |
| 3372134 | $102,935.29 | $97,040.05 | 94.3% |
| 3373682 | $325,535.54 | $315,730.78 | 97.0% |
| 3375347 | $149,856.21 | $133,451.57 | 89.1% |
| 3379064 | $123,452.27 | $118,663.75 | 96.1% |
| 3382468 | $99,264.96 | $93,911.68 | 94.6% |
| 3386081 | $280,618.61 | $263,132.33 | 93.8% |
| 3386167 | $51,845.45 | $49,499.40 | 95.5% |
| 3394800 | $24,295.40 | $23,513.64 | 96.8% |
| 3397533 | $23,455.10 | $22,464.07 | 95.8% |
| 3398253 | $82,988.29 | $80,272.49 | 96.7% |
| 3405844 | $342,390.55 | $321,167.68 | 93.8% |
| 7079304 | $265,127.58 | $159,101.62 | 60.0% |
| 7080895 | $242,308.40 | $226,712.18 | 93.6% |
| 7083053 | $197,684.75 | $116,763.59 | 59.1% |
| 7084326 | $90,183.69 | $88,380.02 | 98.0% |
| 7086782 | $254,721.79 | $228,739.76 | 89.8% |
| 7087880 | $50,033.58 | $49,032.91 | 98.0% |
| 7089178 | $151,395.75 | $148,367.84 | 98.0% |
| 7090279 | $439,013.28 | $271,642.50 | 61.9% |
| 7090682 | $29,073.53 | $28,492.06 | 98.0% |
| 7092291 | $131,193.75 | $121,150.86 | 92.3% |
| 7093628 | $221,075.44 | $182,783.95 | 82.7% |

| | | | |
|---|---|---|---|
| 7100803 | $41,755.18 | $37,297.64 | 89.3% |
| 7101287 | $88,718.29 | $86,943.92 | 98.0% |
| 7102762 | $135,596.69 | $128,323.77 | 94.6% |
| 7104440 | $469,948.49 | $460,549.52 | 98.0% |
| 7104515 | $47,646.58 | $46,693.65 | 98.0% |
| 7106051 | $141,503.92 | $126,641.64 | 89.5% |
| 7109023 | $85,653.56 | $63,711.74 | 74.4% |
| 7109155 | $29,944.30 | $29,345.41 | 98.0% |
| 7109323 | $59,139.05 | $57,956.27 | 98.0% |
| 7109762 | $171,896.36 | $166,819.37 | 97.0% |
| 7110067 | $43,043.25 | $42,182.39 | 98.0% |
| 7110434 | $46,667.11 | $41,947.26 | 89.9% |
| 7110982 | $66,323.91 | $64,997.43 | 98.0% |
| 7115443 | $65,622.16 | $62,254.39 | 94.9% |
| 7117148 | $62,382.93 | $61,135.27 | 98.0% |
| 7117241 | $135,998.98 | $133,279.00 | 98.0% |
| 7117802 | $19,892.89 | $19,495.03 | 98.0% |
| 7117935 | $229,757.61 | $178,086.64 | 77.5% |
| 7118321 | $496,082.29 | $467,195.89 | 94.2% |
| 7118379 | $77,829.58 | $76,272.99 | 98.0% |
| 7121232 | $355,366.99 | $335,345.05 | 94.4% |
| 7121276 | $341,328.55 | $325,041.98 | 95.2% |
| 7121738 | $218,901.69 | $210,464.73 | 96.1% |
| 7122125 | $287,021.31 | $270,850.07 | 94.4% |
| 7122848 | $173,709.66 | $162,517.79 | 93.6% |
| 7123674 | $69,794.75 | $65,005.96 | 93.1% |
| 7123868 | $76,690.40 | $72,234.78 | 94.2% |
| 7126157 | $87,175.25 | $81,875.98 | 93.9% |
| 7126395 | $61,787.84 | $60,552.08 | 98.0% |
| 7127272 | $64,857.19 | $43,422.28 | 67.0% |
| 7127302 | $303,692.14 | $283,793.58 | 93.4% |
| 7128073 | $35,679.56 | $34,296.02 | 96.1% |
| 7128727 | $49,328.99 | $47,640.38 | 96.6% |
| 7128743 | $147,620.87 | $137,997.37 | 93.5% |
| 7128986 | $120,641.68 | $115,026.38 | 95.3% |
| 7129654 | $67,129.48 | $65,138.97 | 97.0% |
| 7129712 | $226,552.55 | $214,027.64 | 94.5% |
| 7130727 | $356,636.77 | $334,448.65 | 93.8% |
| 7130848 | $146,904.29 | $137,942.26 | 93.9% |
| 7132060 | $130,327.20 | $122,196.11 | 93.8% |
| 7132838 | $156,313.57 | $153,187.30 | 98.0% |
| 7133308 | $41,036.30 | $39,730.44 | 96.8% |
| 7134537 | $255,921.80 | $245,827.42 | 96.1% |
| **TOTAL** | **$17,665,960.53** | **$15,896,772.07** | **90.0%** |

**Exhibit B**

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT**, dated as of _____ ("Escrow Agreement" or this "Agreement"), is by and among _____ ("Depositor"); the Ocala Funding Litigation Trust, a trust established pursuant to that certain Litigation Trust Agreement dated as of July 1, 2013 between Ocala Funding, LLC and Neil F. Luria, as Trustee ("Recipient"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

**BACKGROUND**

A. Depositor and Recipient have entered into a Mortgage Loan Purchase and Sale Agreement (as amended, the "Underlying Agreement"), dated as of _____, pursuant to which Depositor is purchasing and Recipient is selling certain mortgage loans (the "Mortgage Loans"). The Underlying Agreement provides that Depositor shall deposit the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of paying the good faith deposit.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

C. Depositor and Recipient have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Escrow Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date hereof and ending at the time of the closing under the Underlying Agreement, unless earlier terminated pursuant to this Escrow Agreement.

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by the Representatives and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Escrow Agreement.

"Depositor Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent and the Recipient Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

"Recipient Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated, in a writing signed by Recipient and delivered to Escrow Agent and the Depositor Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Escrow Agreement, Depositor, on behalf of the Recipient, will transfer the Escrow Funds in the amount $_____, by wire transfer of immediately available funds, to an account designated by Escrow Agent pursuant to Section 6 hereof.

4. Disbursements of Escrow Funds. Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. Upon the expiration of the Escrow Period and receipt by Escrow Agent from Recipient of complete payment instructions in writing, Escrow Agent shall distribute to Recipient, as promptly as practicable, any remaining Escrow Funds. Prior to any disbursement, Escrow Agent shall have received reasonable identifying information regarding the Recipient such that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or original IRS Form W-8, as applicable. All disbursements of funds from the Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12 below.

5. Suspension of Performance; Disbursement into Court. If, at any time, (i) there shall exist any dispute between Depositor, Recipient or the Representatives with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Depositor and Recipient have not, within 10 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to

Section 8 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

b. petition (by means of an interpleader action or any other appropriate method) the Bankruptcy Court (as hereinafter defined) for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds.

Escrow Agent shall have no liability to Depositor, Recipient or the Representatives, their respective owners, shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

6. Escrow Account. At the time of the execution and delivery of this Escrow Agreement and for the purposes of this Escrow Agreement, the Escrow Agent shall cause to be established at the Corporate Trust Office on its books and records a trust account in the name of U.S. Bank National Association as Escrow Agent for _____/Ocala Funding Litigation Trust, to be designated as "Escrow Account" (the "Escrow Account"). The Escrow Account has been established by the Escrow Agent bearing the following account #:_____.

Wire instructions are:

U.S. Bank National Association
ABA# 091000022
Acct# _____
Structured Finance
For further credit to account
_____

7. Investment of Funds. Based upon Depositor's and Recipient's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule B hereto. Recipient and Depositor may provide written instructions changing the investment of the Escrow Funds to the Escrow Agent; provided, however, that no investment or reinvestment may be made except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America; (b) U.S. dollar denominated deposit

accounts and certificates of deposits issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which such deposits are either (i) insured by the Federal Deposit Insurance Corporation or a similar governmental agency, or (ii) with domestic commercial banks which have a rating on their short- term certificates of deposit on the date of purchase of "A-1" or "A-l+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (c) repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates); or (d) institutional money market funds, including funds managed by Escrow Agent or any of its affiliates; provided that the Escrow Agent will not be directed to invest in investments that the Escrow Agent in its sole discretion determines are not consistent with the Escrow Agent's policy or practices. Depositor and Recipient acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

If Escrow Agent has not received a written instruction from Recipient and Depositor at any time that an investment decision must be made, Escrow Agent is directed to invest the Escrow Funds, or such portion thereof as to which no written investment instruction has been received, in the investment indicated on Schedule B hereto. All investments shall be made in the name of Escrow Agent. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to Depositor and Recipient, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Funds. With respect to any Escrow Funds received by Escrow Agent after twelve o'clock, p.m., Central Standard Time, Escrow Agent shall not be required to invest such funds or to effect any investment instruction until the next day upon which banks in St. Paul, Minnesota and the New York Stock Exchange are open for business.

8. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days prior written notice to the Depositor and Recipient specifying a date when such resignation shall take effect. Upon any such notice of resignation, Depositor and Recipient jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. If the Depositor and Recipient fail to appoint a successor Escrow Agent within such time, the Escrow Agent shall have the right to petition the Bankruptcy Court to appoint a successor Escrow Agent, and all costs and expenses (including without limitation reasonable attorneys' fees) related to such petition shall be paid jointly and severally by Depositor and Recipient. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after payment to the retiring Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

9. Binding Effect; Successors. This Escrow Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Escrow Agreement) to another corporation, the successor or transferee corporation without any further act shall be the successor Escrow Agent.

10. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the sole cause of any loss to the Depositor or Recipient. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Depositor and Recipient, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

The Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at

any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

11. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, Depositor and Recipient, jointly and severally, shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Depositor, Recipient and the Representatives, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of Depositor's and Recipient's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section 11 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Depositor or Recipient of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Depositor and Recipient, the respective rights and obligations of Depositor and Recipient under the Underlying Agreement.

12. Compensation of Escrow Agent

(a) Fees and Expenses. Depositor (solely and not jointly and severally with Recipient) agrees to compensate Escrow Agent on demand for its services hereunder in accordance with Schedule A attached hereto. The obligations of Depositor under this Section 12 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Simultaneously with disbursement of the Escrow Funds by Escrow Agent to Recipient and/or Depositor in accordance with the terms of this Escrow Agreement, Escrow Agent may withhold therefrom and disburse to itself the amount of any compensation and reimbursement of out-of-pocket expenses then due and payable hereunder (including any amount that has been determined pursuant to Section 11 to be owed to Escrow Agent or any Indemnified Party in respect of indemnification hereunder); provided, however, that Escrow Agent shall not withhold from the Escrow Funds to be disbursed to Recipient hereunder any amounts payable to Escrow Agent solely by Depositor, and shall not withhold from Escrow Funds to be disbursed to Depositor hereunder any amounts payable to Escrow Agent solely by Recipient. Escrow Agent shall notify Depositor and Recipient of any disbursement from the Escrow Funds to itself or any Indemnified Party in respect of any compensation or reimbursement hereunder and shall furnish Depositor and Recipient copies of related invoices and other statements.

13. Representations and Warranties. Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; and

(b) each of the applicable persons designated on Schedule C attached hereto have been duly appointed to act as authorized representatives hereunder and individually have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as authorized representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party, provided that any change in designation of such authorized representatives shall be provided by written notice delivered to each party to this Escrow Agreement.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The

parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any other legislation or regulation to which Escrow Agent is subject, in a timely manner.

15. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree to the personal jurisdiction and venue or the United States Bankruptcy Court for the Middle District of Florida (Jacksonville Division) (the "Bankruptcy Court"), and waive any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the exclusive jurisdiction of the Bankruptcy Court and agree to accept service of process to vest personal jurisdiction over them in such court.

16. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt or (v) via email by way of a PDF attachment thereto of a manually executed document. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 16, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 16.) Such notices shall be sent to the applicable party or parties at the address specified below:

If to Depositor or Depositor Representative at:

If to Recipient or Recipient Representative at:

Ocala Funding Litigation Trust
Suite 120, Millenia Park One
4901 Vineland Road
Orlando, Florida 32811
Attn: Neil F. Luria, Trustee
Facsimile: (801) 751-9537

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

Berger Singerman LLP
350 E. Las Olas Boulevard, Tenth Floor
Fort Lauderdale, FL 33301
Attn: James L. Berger

Facsimile: (954) 523-2872

If to the Escrow Agent at: U.S. Bank National Association, as Escrow Agent
ATTN: John Linssen
Address: 60 Livingston Avenue EP-MN-WS3
St. Paul, MN 35107-2292
Telephone: 651-466-5049
Facsimile: 651-466-7365
E-mail: John.Linssen@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

17. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule C hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If the Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, the Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's or Recipient's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as the Escrow Agent may select. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor and Recipient agree that the Escrow Agent may at its option record any telephone calls made pursuant to this Section. The Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Recipient to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

18. Amendment, Waiver and Assignment. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions

on any other occasion. Except as provided in Section 9 hereof, this Escrow Agreement may not be assigned by any party without the written consent of the other parties.

19. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

20. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law, which shall govern).

21. Entire Agreement, No Third Party Beneficiaries. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

22. Execution in Counterparts, Facsimiles. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Escrow Agreement and any Joint Written Instruction and their respective signature pages by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

23. Termination. This Escrow Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

24. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Depositor or Recipient and become pecuniarily interested in any transaction in which the Depositor or Recipient may be interested, and contract and lend money to the Depositor or Recipient and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Depositor or Recipient or for any other entity.

25. Brokerage Confirmation Waiver. Depositor and Recipient acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Depositor and Recipient specifically waive receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Depositor and Recipient periodic cash

transaction statements that include detail for all investment transactions made by the Escrow Agent.

26. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. Depositor and Recipient shall provide Escrow Agent Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Escrow Agent in connection with Escrow Agent's reporting obligations under applicable IRS regulations. If such tax documentation is not so provided, Escrow Agent shall withhold taxes as required by the IRS. Recipient and Depositor have determined that any interest or income on Escrow Funds shall be reported on an accrual basis and deemed to be for the account of the party entitled to receive the Escrow Funds. Depositor and Recipient shall prepare and file all required tax filings with the IRS and any other applicable taxing authority; provided that the parties further agree that:

(a) Escrow Agent IRS Reporting. Depositor shall accurately provide the Escrow Agent with all information requested by the Escrow Agent in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Escrow Agent's reporting obligations under the Foreign Account Tax Compliance Act and Foreign Investment in Real Property Tax Act or other applicable law or regulation.

(b) Withholding Requests and Indemnification. Depositor and Recipient jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold the Escrow Agent harmless pursuant to Section 11 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent.

(c) Imputed Interest. To the extent that IRS imputed interest regulations apply, Depositor and Recipient shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Depositor and Recipient deem appropriate. Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

27. WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR (2) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY SUCH PARTY'S RIGHTS AND

REMEDIES UNDER THIS AGREEMENT OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES TO THIS AGREEMENT, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EACH HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A CONSENT BY ALL PARTIES TO A TRIAL BY THE COURT.

28. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

29. Recipient. The parties acknowledge and agree that Neil F. Luria is executing this Agreement solely in his capacity as the Trustee of the Ocala Funding Litigation Trust, and he shall not have any personal liability to, and shall not be personally liable for, any losses or liabilities incurred by any party to this Agreement.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Escrow Agreement to be executed under seal as of the date first above written.

_____, **as Depositor**

By: _____
Name: _____
Title: _____

**OCALA FUNDING LITIGATION TRUST**

By: _____
Neil F. Luria, as Trustee

**U.S. BANK NATIONAL ASSOCIATION**
**as Escrow Agent**

By: _____
Name: _____
Title: _____

## SCHEDULE A

**Schedule of Fees for Services as Escrow Agent**

One time Administration Fee in the amount of $3,500.00

**SCHEDULE B**

**U.S. BANK NATIONAL ASSOCIATION**
**Investment Authorization Form**

MMDA Account

## SCHEDULE C

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required):

| Name | Specimen signature | Telephone No. |
|---|---|---|
| Name | Specimen signature | Telephone No |
| Name | Specimen signature | Telephone No |

*(Note: if only one person is identified above, please add the following language:)*
The following person not listed above is authorized for call-back confirmations:

[_____]
Name

_____
Telephone Number

Each of the following person(s) is a **Recipient Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

| Name | Specimen signature | Telephone No |
|---|---|---|
| Name | Specimen signature | Telephone No |
| Name | Specimen signature | Telephone No |

*(Note: if only one person is identified above, please add the following language:)*
The following person not listed above is authorized for call-back confirmations

[_____]
Name

_____
Telephone Number

**Exhibit C**

**Form of Assignment and Conveyance**

This **Assignment and Conveyance** (the "**Assignment and Conveyance**"), dated [_____], is made by and between the Ocala Funding Litigation Trust, a trust established pursuant to that certain Litigation Trust Agreement dated as of July 1, 2013 between Ocala Funding, LLC and Neil F. Luria, as Trustee ("**Seller**") and _____ ("**Purchaser**") pursuant to the terms and conditions of the Mortgage Loan Purchase and Sale Agreement, dated as of [_____] (the "**Agreement**"), between Seller and Purchaser, the provisions of which are incorporated herein, as such terms may be modified or supplemented herein. All capitalized terms shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

Seller hereby sells, transfers and assigns to Purchaser, and Purchaser accepts and assumes, at the Purchase Price set forth on Schedule II hereto, all of Seller's right, title and interest in and to the Mortgage Loans described on the Mortgage Loan Schedule attached as Schedule I, together with the related Mortgage Loan Documents, the Servicing Files and servicing rights, in accordance with the terms of the Agreement, as such terms may be supplemented or modified by this Assignment and Conveyance.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Assignment and Conveyance as of the date first written above.

Seller:

OCALA FUNDING LITIGATION TRUST

By: _____
Name: Neil Luria, Trustee

Purchaser:

_____

By: _____
Name: _____
Title: _____

**Exhibit D**

**Form of Custodian Bailee Letter**

[DATE]

U.S. Bank National Association
Document Custody Services
7861 Bayberry Road
Jacksonville, Florida 32256
Attn: [ ]

**Re: Sale by Ocala Funding Litigation Trust, a trust established pursuant to that certain Litigation Trust Agreement dated as of July 1, 2013 between Ocala Funding, LLC and Neil F. Luria, as Trustee ("Seller") and purchase by [PURCHASER] ("Purchaser") of certain mortgage loans (the "Loans") listed on the Loan Schedule attached hereto as Exhibit A (the "Loan Schedule")**

Dear Sir or Madam:

In connection with the proposed purchase by Purchaser of the Loans pursuant to a Mortgage Loan Purchase and Sale Agreement between Seller and Purchaser, Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), Seller and Purchaser hereby deliver to U.S. Bank National Association ("U.S. Bank" or "Bailee") this Bailee Letter (the "Bailee Letter"). In order to facilitate review of the loan files for Purchaser, Seller has delivered or shall deliver to Bailee a loan file with respect to each of the Loans (each, a "Loan File"), except as noted on the Loan Schedule. Promptly after Custodian's receipt of the Loan Files, Custodian shall confirm such receipt in writing to TBW, Seller and Purchaser at their respective addresses for notice set forth under their signatures below.

U.S. Bank hereby agrees to act as the custodian and bailee for Seller with respect to the Loan Files pending the settlement of the sale of the Loans to Purchaser. Upon settlement of the sale of the Loans to Purchaser, Seller and TBW will deliver a Release, substantially in the form attached hereto as Exhibit B (the "Release") to Bailee, signed by Seller and TBW, and Bailee shall release such Loan Files, as applicable, in accordance with the Release, to Purchaser.

Upon the written direction of Seller and TBW, Bailee shall redeliver all the Loan Files indicated on such direction to Seller to the address set forth in such notice. Any such redelivery contemplated in this paragraph shall be at the sole cost and expense of Seller and shall take place no more than three (3) business days following the date on which Bailee receives such notice from Seller and TBW. Other than as set forth in this paragraph, all fees incurred under this Bailee Letter shall be the sole responsibility of Purchaser.

Prior to the delivery of a Release to Bailee, Bailee shall not deliver any of the Loan Files to Purchaser or any third party without the prior written consent of Seller and TBW. After delivery of a Release to Bailee, Bailee may deliver the Loan Files specified on the Release in

accordance with Purchaser's directions. In no event shall Bailee release any documents to the related mortgagors.

Bailee undertakes to perform only such duties and obligations as are specifically set forth in this Bailee Letter, it being expressly understood by the parties hereto that there are no implied duties or obligations under this Bailee Letter. Neither Bailee nor any of its officers, directors, employees or agents shall be liable, directly or indirectly, for any damages or expenses arising out of the services performed under this Bailee Letter other than damages or expenses which result from the failure by Bailee to perform in accordance with this Bailee Letter due to the gross negligence, bad faith or willful misconduct of it or them. In no event will Bailee or any of its officers, directors, employees or agents be liable for any consequential, indirect or special damages.

Purchaser agrees to indemnify and hold Bailee, its officers, directors, employees and agents, harmless against any and all losses, liabilities, damages, reasonable fees (including reasonable attorneys' fees), costs and expenses that may be imposed or incurred by or assessed against it or them, in the absence of its gross negligence, bad faith or willful misconduct, that arises out of the services performed by it or them under this Bailee Letter, any action taken, suffered or not taken by it or them in accordance with this Bailee Letter, or otherwise in accordance with this Bailee Letter. This indemnification shall survive termination of this Bailee Letter.

Bailee may consult with counsel of its selection and may conclusively rely on the written advice of such counsel or any opinion of counsel in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such written advice or such opinion of counsel.

Bailee makes no warranty or representation and shall have no responsibility as to the completeness, validity, sufficiency, value, genuineness, ownership or transferability of the Loan Files and will not be required to and will not make any representations as to the validity or value of any of the Loan Files. For the avoidance of doubt, Bailee is not performing any review services with respect to the Loan Files.

Bailee shall not be liable for any error of judgment or for any act done or step taken or omitted by it, in good faith, or for anything which it may do or refrain from doing in connection herewith. Bailee may rely on and shall be protected in acting upon any Release, direction, certificate, instrument, opinion, notice, letter, telegram or other document delivered to it by any other person or entity and which in good faith it believes to be genuine and which has been signed by the proper party or parties.

Bailee shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers, if Bailee believes that repayment of such funds (repaid in accordance with the terms of this Bailee Letter) or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

Bailee shall not be responsible for any delay or failure in performance to the extent and during the period such performance is prevented by circumstances arising without fault on Bailee's part and beyond its reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, fire, earthquakes or other disasters.

This Bailee Letter supersedes any letter agreement or other agreement or arrangement that may exist between Bailee and Seller and/or TBW, or Bailee and Purchaser with respect to the matters set forth in this Bailee Letter. No deviation in performance of the terms of any previous agreement between Bailee and any of the undersigned shall alter any of Bailee's duties or responsibilities as set forth herein.

This Bailee Letter shall terminate after delivery of a Release to Bailee from Seller and TBW, and upon (a) execution of a custody or bailee arrangement between Bailee and Purchaser, as of or after the date of such Release, relating to all Loan Files purchased by Purchaser, or delivery to Purchaser or its designee upon its written direction, and (b) all other Loan Files held hereunder are redelivered to Seller upon Seller's and TBW's written instruction. Any party hereto may terminate this Bailee Letter at any other time with thirty (30) days' notice to the other parties hereto. Any termination of this Bailee Letter shall not affect any claims arising prior to any such termination or remedies with respect to such claims or Bailee's duty to redeliver the Loan Files to Seller as set forth herein. If Seller and TBW do not provide instruction relating to the redelivery of the Loan Files within 30 days of notice of termination by Bailee, Bailee shall redeliver such Loan Files to Seller at Seller's address listed below, at the expense of Seller.

Any Release, notices, demands, instructions or other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by overnight courier service, or by registered, certified or express mail, postage prepaid, return receipt requested, or by facsimile copy or electronic mail, and shall be effective when received by the addressee. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this paragraph, notices, demands, instructions and other communications shall be given in writing to the respective parties hereto at their respective addresses (or to their respective facsimile numbers or email addresses) set forth below.

This Bailee Letter shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles (except for Section 5-1401 of the New York General Obligations Law which shall govern) and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.

The parties hereto each knowingly, voluntarily and intentionally waives to the fullest extent permitted by applicable law any right it may have to a trial by jury of any dispute arising under or relating to this Bailee Letter or the transactions contemplated hereby.

The parties hereto acknowledge and agree that Neil F. Luria is executing this Bailee Letter solely in his capacity as Trustee of the Ocala Funding Litigation Trust, and that Neil F. Luria shall not have any personal liability to, and shall not be personally liable for, any losses or liabilities incurred by any party to this Bailee Letter or the Release.

This Bailee Letter may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties.

Please confirm that the foregoing specifies the terms of this Bailee Letter by signing and returning the enclosed copy of this Bailee Letter.

[SIGNATURES ON FOLLOWING PAGE]

Very truly yours,

OCALA FUNDING LITIGATION TRUST, as Seller

By: _____
Name: Neil F. Luria
Title: Trustee
Address:

Phone:
Fax:
Email:

_____,
as Purchaser

By:_____
Name:
Title:
Address:

Phone:
Fax:
Email:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

By: _____
Name: Neil F. Luria
Title: Chief Restructuring Officer
Address:

Phone:
Fax:
Email:

Confirmed and Agreed to by:

U.S. BANK NATIONAL ASSOCIATION, as Bailee

By:_____
Name:
Title:
Address:
Phone:
Fax:
Email:

EXHIBIT A

LOAN SCHEDULE

EXHIBIT B
FORM OF RELEASE

[_____, 20__]

**VIA FACSIMILE OR ELECTRONIC MAIL**

U.S. Bank National Association
Facsimile Number:
Email:

Ladies and Gentlemen:

This Release is being provided to you pursuant to that certain Bailee Letter, dated as of [_____] (the "Bailee Letter"), by and among Ocala Funding Litigation Trust, as seller (the "Seller"), [PURCHASER], as purchaser (the "Purchaser"), Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), and U.S. Bank National Association, as bailee (the "Bailee"). All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bailee Letter.

Please be advised that Seller has received the agreed-to purchase price for the Loans identified on Schedule 1 attached hereto and that Seller is releasing to Purchaser all of Seller's rights, title and interest in the Loans identified on Schedule I attached hereto. Seller and TBW shall instruct Bailee in a separate writing with respect to the return to Seller (if and to the extent applicable) of any Loan Files currently in Bailee's possession and not identified on the attached Schedule I as a Loan purchased by Purchaser.

Seller and TBW hereby acknowledge that Bailee shall, as of and after the date hereof, hold the Loan Files for the related Loans set forth on Schedule I attached hereto as bailee and custodian for the benefit of Purchaser.

[SIGNATURES ON FOLLOWING PAGE]

Sincerely,

Ocala Funding Litigation Trust, as Seller

By: _____
Neil F. Luria, Trustee

Taylor, Bean & Whitaker Mortgage Corp.

By: _____
Neil F. Luria
Chief Restructuring Officer

Schedule I to Release

LOAN FILES RELEASED TO PURCHASER

**Exhibit E**

**INTERIM SERVICING AGREEMENT**

THIS INTERIM SERVICING AGREEMENT (this "Agreement"), dated as of the [___] day of [_____], 20[__], is by and between [_____] (the "Owner"), having an office at [_____], and ROUNDPOINT MORTGAGE SERVICING CORPORATION (the "Servicer"), having an office at 5016 Parkway Plaza Blvd., Buildings 6 & 8, Charlotte, North Carolina 28217.

W I T N E S S E T H

WHEREAS, the Owner has purchased certain residential mortgage loans set forth on Exhibit A (the "Mortgage Loans") from the Ocala Funding Litigation Trust (the "Seller"); and

WHEREAS, Taylor Bean & Whitaker Mortgage Corp. ("TBW") provided certain management services to Seller pursuant to an agreement between Seller and TBW; and

WHEREAS, the Servicer currently services the Mortgage Loans for TBW pursuant to the terms of that certain Interim Servicing Agreement, dated as of September 8, 2010, between TBW and the Servicer (the "Original Agreement"); and

WHEREAS, the Owner desires to engage the Servicer to continue servicing the Mortgage Loans on its behalf and the Servicer desires to do so;

NOW, THEREFORE, in consideration of the mutual premises and mutual obligations set forth herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Interim Servicing. Except as set forth in this Agreement, the Servicer agrees to service the Mortgage Loans pursuant to the terms of the Original Agreement and the Owner agrees to assume all rights and obligation of the Seller and/or TBW under the Original Agreement commencing on the date hereof.

SECTION 2. Term. The term of this Agreement shall commence on the date hereof and continue for a period of three (3) months (the "Term").

SECTION 3. Responsibilities in Connection with Termination. If Owner desires for Servicer to continue servicing the Mortgage Loans past the end of the Term the parties will directly enter into a servicing agreement governing such servicing. If the Owner does not wish to engage Servicer beyond the Term it shall notify the Servicer in writing at least thirty (30) days prior to the end of the Term. Such notice shall include the name and contact information for the transferee servicer. In the event Owner and Servicer do not directly enter into a servicing agreement and Owner does not provide sufficient notice to allow for transfer of the servicing of the Mortgage Loans prior to the expiration of the Term, Servicer shall be entitled to raise the servicing fees for the Mortgage Loans in its sole discretion which new fees shall commence after the expiration of the Term and continue until a servicing agreement is executed by Owner and Servicer or servicing of the Mortgage Loans is transferred to a successor servicer.

SECTION 4. Capitalized Terms. Any capitalized term not otherwise herein defined shall have the meaning set forth in the Original Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Headings. The descriptive headings of the various sections of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

SECTION 8. Amendment. This Agreement may not be amended or otherwise modified except by written agreement signed by both parties.

SECTION 9. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signatures commence on the following page]

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

[_____],
as Owner

By: _____
Name: _____
Title: _____

**ROUNDPOINT MORTGAGE SERVICING CORPORATION,**
as Servicer

By: _____
Name: _____
Title: _____

**Exhibit F**

**Form of Attorney Bailee Release Notice**

Date: _____ ___, 20__

[Bailee]
[address]

RE: Mortgage Loans identified on Schedule I attached hereto (the "Mortgage Loans")

Ladies and Gentlemen:

Please be advised that [_____] ("Purchaser") has purchased from Ocala Funding Litigation Trust ("Seller") the Mortgage Loans identified on Schedule I attached hereto, including the original documentation relating to the Mortgage Loans described on Schedule I attached hereto (the "Mortgage Documents"), which Mortgage Documents are in your possession as bailee or have been deposited by you with the court in which a foreclosure proceeding relating to such Mortgage Loan is pending. Such Mortgage Loans have been assigned to Purchaser and Seller has received the purchase proceeds for the Mortgage Loans. Accordingly, you now hold the Mortgage Documents for the sole and exclusive benefit of Purchaser and shall act only in accordance with Purchaser's written instructions. Please be advised that you are no longer authorized to continue to pursue any pending litigation or to take any other action in respect of the Mortgage Loans directly or indirectly on behalf of Seller.

Sincerely,

OCALA FUNDING LITIGATION TRUST

By: _____
Neil F. Luria, Trustee

**SCHEDULE I**

Mortgage Loans and Mortgage Documents

**Exhibit G**

**Form of Beneficiary Consent**

**AGREEMENT AND CONSENT**

THIS AGREEMENT AND CONSENT ("Agreement") is made as of the ___ day of _____, 2017 by and among Deutsche Bank AG, London Branch ("DB"), BNP Paribas US Wholesale Holdings Corp (f/k/a BNP Paribas North America, Inc.), successor by merger to BNP Paribas Mortgage Corporation ("BNPP"), and Neil F. Luria, in his capacity as Trustee of the Ocala Funding Litigation Trust ("Litigation Trustee", and together with DB and BNPP, each a "Party" and collectively the "Parties.")

Preliminary Statement

A. Ocala Funding, LLC, a Delaware limited liability company ("Ocala Funding") was previously a mortgage lender whose business was comprised of (i) purchasing conforming conventional and government-insured residential mortgage loans originated by its affiliate, Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), and (ii) selling such mortgage loans to third parties.

B. TBW is the debtor in the Chapter 11 case captioned *In re Taylor, Bean & Whitaker Mortgage Corp.*, Case No. 09-07047-JAF (the "TBW Bankruptcy Case"), pending in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court"). The Bankruptcy Court entered an order dated July 21, 2011 confirming the Third Amended and Restated Joint Plan of Liquidation of TBW.

C. Ocala Funding is the debtor in the Chapter 11 case captioned *In re Ocala Funding, LLC*, Case No. 3:12-bk-04524-JAF (the "Ocala Funding Bankruptcy Case"), pending in the Bankruptcy Court. The Bankruptcy Court entered an order dated June 20, 2013 (the "Confirmation Order") confirming the Chapter 11 Plan of Liquidation of Debtor Ocala Funding, LLC dated February 4, 2013 (the "Plan"). The Effective Date of the Plan was July 1, 2013.

D. Pursuant to the Plan and the Litigation Trust Agreement dated July 1, 2013 between Ocala Funding and the Litigation Trustee (the "Litigation Trust Agreement") entered into pursuant thereto, the Ocala Funding Litigation Trust (the "Litigation Trust") was established and Neil F. Luria was appointed as the trustee of the Litigation Trust to liquidate and distribute certain assets transferred to the Litigation Trust.

E. Pursuant to the Plan and effective as of the Effective Date, DB and BNPP were entitled to unencumbered possession and ownership of the Ocala Mortgage Collateral, as defined in the Plan, consisting of certain mortgage loans and related proceeds determined to be owned by or allocated to Ocala Funding by order of the Bankruptcy Court in the TBW Bankruptcy Case. The Ocala Mortgage Collateral includes the mortgage loans identified on Schedule 1 to this Agreement (collectively, the "Subject Mortgage Loans").

F. Pursuant to the Plan and the Litigation Trust Agreement, DB and BNPP elected to transfer the Ocala Mortgage Collateral to the Litigation Trust effective as of the Effective Date, to be held in trust and administered by the Litigation Trustee for the benefit of DB and BNPP pursuant to the terms and conditions of the Plan and the Litigation Trust Agreement. Accordingly, legal title to the Ocala Mortgage Collateral is vested in the Litigation Trust, and is held for the benefit of DB and BNPP.

G. DB and BNPP authorized the Litigation Trust to engage SOLIC Capital Advisors, LLC to commence a process to sell the Subject Mortgage Loans, and, in connection with a sale of the Subject Mortgage Loans, wish to evidence, among other things, their consent to and authorization of such sale.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Incorporation of Preliminary Statement; Defined Terms. The Preliminary Statement set forth above is true and correct and is incorporated into and made a part of this Agreement. All capitalized terms used in this Agreement (including in the Preliminary Statement) and not otherwise defined in it shall have the meanings set forth in the Plan.

2. Consent to Sale. DB and BNPP hereby consent to the sale of the Subject Mortgage Loans to _____ ("Purchaser") pursuant to a Mortgage Loan Purchase and Sale Agreement in the form attached hereto as Exhibit "A" (the "PSA") and for the purchase price set forth therein. DB and BNPP acknowledge and agree that the Litigation Trust is authorized to transfer both legal and beneficial title to the Subject Mortgage Loans to Purchaser and hereby authorize the Litigation Trust, acting through the Litigation Trustee, to execute, deliver and perform, as the "Seller" of the Subject Mortgage Loans (including with respect to the beneficial interests of DB and BNPP), (a) the PSA, and (b) all documents required to be executed by the "Seller" pursuant to the PSA, including, without limitation, (i) the Assignment and Conveyance, (ii) the Escrow Agreement, (iii) the Custodian Bailee Letter, (iv) releases to the Custodian and bailees holding any of the documents evidencing the Subject Mortgage Loans, (v) endorsements and/or allonges to the promissory notes evidencing the Subject Mortgage Loans (the "Subject Notes") without recourse, and (vi) assignments of the mortgages and deeds of trust securing the Subject Notes (collectively, together with the PSA, the "Transaction Documents").

3. Representations and Warranties. Each of DB and BNPP, as to itself and not as to the other, represents and warrants to the Litigation Trust that, as of the date hereof and as of the Closing under and as defined in the PSA:

(a) DB and BNPP own the beneficial interests in the Subject Mortgage Loans free and clear of any and all liens, encumbrances and adverse claims, except Permitted Encumbrances, as defined in the PSA. Since the Effective Date, neither DB nor BNPP has transferred or conveyed any interests in the Subject Mortgage Loans.

(b) It has all requisite power, authority, and capacity to enter into this Agreement. The execution and delivery of this Agreement by it has been duly authorized by all requisite entity action. This Agreement constitutes its valid and legally binding agreement, enforceable in accordance with its terms.

(c) Neither the execution and delivery of this Agreement, the consummation of the Transaction (as defined in the PSA), nor compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of any agreement or instrument to which it is now a party or by which it is bound, or of any Order of any Governmental Authority (as such terms are defined in the PSA) applicable to it.

4. Further Agreements. DB and BNPP acknowledge and agree that the Litigation Trust and the Litigation Trustee may rely on the agreements and the representations and warranties of DB and BNPP set forth in this Agreement in entering into the Transaction Documents and consummating the Transaction. Each of DB and BNPP hereby, separately and solely as to itself, agrees to defend, indemnify and hold harmless the Litigation Trust and the Litigation Trustee from and against any and all claims ("Claims") arising out of the failure of any representation or warranty set forth (a) in any of the Transaction Documents, to the extent relating solely to the interest of DB or BNPP, as applicable, in the Subject Mortgage Loans (including the existence of any lien, encumbrance or adverse claim relating thereto that is not a Permitted Encumbrance), or (b) in this Agreement to be accurate, and any losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities or demands resulting from such Claims.

5. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that none of the Parties may assign their rights or obligations under this Agreement without the prior written consent of the other Parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by electronic transmission with the same effect as delivery of an original. This Agreement represents the entire understanding of the Parties regarding the subject matter hereof, and supersedes any and all other inconsistent or conflicting prior agreements among the Parties. The terms and provisions of this Agreement cannot be terminated or modified or amended orally or by course of conduct or dealing or in any manner except in a writing that is signed by the Party against whom enforcement is sought. This Agreement shall be construed in accordance with the laws of the State of New York, and any suit, action or proceeding arising out of or relating to this Agreement shall be commenced and maintained in the Bankruptcy Court, and each Party waives objection to such jurisdiction and venue. The provisions of this Agreement are severable, and any invalidity, unenforceability or illegality in any provision or provisions hereof shall not affect the remaining provisions of this Agreement. All notices required or allowed hereunder shall be in writing and shall be deemed given upon (i) hand delivery or (ii) delivery of same by Federal Express or other recognized courier delivery service and correctly addressed to the Party for whom intended at their address written under their signatures below, or such other address as is most recently noticed for such Party as aforesaid. All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of

the context requires. In addition to the other Parties hereto, Custodian and Servicer (as those terms are defined in the PSA) may rely on the consents and authorizations of DB and BNPP set forth in Section 2 of this Agreement. DB and BNPP agree that Purchaser may rely on the representations and warranties of DB and BNPP only as set forth in Section 3(b) of this Agreement, and shall be deemed to be a third party beneficiary thereof. Purchaser shall not be a third party beneficiary of any other representations or warranties of DB or BNPP and may not rely on any such representations or warranties, and Purchaser is not a third party beneficiary of any other agreement of DB and BNPP set forth herein (including, without limitation, the indemnity set forth in Section 4).

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as the date first set forth above.

DEUTSCHE BANK AG, LONDON BRANCH

By:_____
Name:
Title:

By:_____
Name:
Title:

Address for Notices:

_____
_____
_____

BNP PARIBAS US
WHOLESALE HOLDINGS CORP
(f/k/a BNP Paribas North America, Inc.),
successor by merger to BNP Paribas
Mortgage Corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Address for Notices:

_____
_____
_____

OCALA FUNDING LITIGATION TRUST

By:_____
Neil F. Luria, Trustee

Address for Notices:

Neil F. Luria, Trustee
Suite 120, Millenia Park One
4901 Vineland Road
Orlando, Florida 32811

Schedule 1

Subject Mortgage Loans

Exhibit A

Mortgage Loan Purchase and Sale Agreement

**EXHIBIT B**
**FORM OF ORDER**

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

OCALA FUNDING, LLC,

Debtor.
_____/

Chapter 11 Case

Case No. 3:12-bk-04524-JAF

**ORDER GRANTING THE MOTION FOR AUTHORITY TO SELL MORTGAGE LOANS TO ABS LOAN TRUST II**

THIS CAUSE came before the Court, without hearing, upon the *Motion for Authority to Sell Mortgage Loans to ABS Loan Trust II* (the "Sale Motion") [ECF No. _____] and pursuant to this Court's *Order Granting the Motion for Order Authorizing Filing of the Sale Motion Using Negative Notice* entered on _____, 2017 [ECF No. ____]. Upon the facts and record before the Court in support of the approval of the sale (the "Sale") of mortgage loans (the "Assets") pursuant to that certain Mortgage Loan Purchase and Sale Agreement (the "MLPSA") between the Ocala Funding Litigation Trust, as Seller (the "Seller"), and ABS Trust Loan II, as Purchaser (the "Purchaser");[1] and pursuant to Article VI.B.3(b) of the *Chapter 11 Plan of*

[1] A copy of the MLPSA is annexed as Exhibit "A" to the Motion.

*Liquidation of Debtor Ocala Funding, LLC dated February 4, 2013* (the "Plan") confirmed by Order of the Court entered June 20, 2013; the Court concludes that notice to others of this Motion is adequate for the Seller to close the sale with the Purchaser.

The Court has considered the Sale Motion, the MLPSA, and has reviewed the Court file. The record reflects that that the Sale Motion was served upon all interested parties with the Local Rule 2002-4 negative notice legend informing the parties of their opportunity to respond within 21 days of the date of service and that no party filed a response within the time permitted, therefore the Court considers the matter to be unopposed. The Court finds as follows:

A. This Court has jurisdiction to hear and adjudicate the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N).

C. The MLPSA was negotiated at arm's length, and in good faith, between the Seller and the Purchaser, on commercially reasonable terms. The Purchaser is not an "insider" of the Seller within the meaning of section 101(31) of the Bankruptcy Code, or otherwise affiliated with the Seller.

D. The Seller has full power and authority to execute deeds, bills of sale and any other documents reasonably required to implement the Sale, and the sale of the Assets pursuant to the MLPSA has been duly and validly authorized by all necessary action of the Seller.

E. Because the post-Effective Date sale of the Debtor's assets is expressly provided for by the Plan, the Sale constitutes a transfer under a confirmed plan within the meaning of section 1146(a) of the Bankruptcy Code.

**ACCORDINGLY, IT IS ORDERED THAT**:

1. The Motion is GRANTED, and, to the extent necessary, the MLPSA is APPROVED.

2. Upon entry of this Order and compliance with the requirements to close in the MLPSA, the transfer of the Seller's right, title, and interests in the Assets to the Purchaser shall in all respects constitute a valid, legal and effective transfer of Assets to the Purchaser.

3. The Purchaser shall not, as a result of any action taken in connection with the purchase of the Assets, be deemed to: (a) be the successor of the Seller; (b) have, *de facto* or otherwise, merged with or into the Seller, or (c) be a mere continuation or a substantial continuation of the Seller.

4. Pursuant to section 1146(a) of the Bankruptcy Code and Section XIII. C. of the Plan, the Sale of the Assets under the MLPSA shall not be taxed under any law imposing a stamp tax, transfer tax or similar tax or fee.

5. The Seller and the Purchaser may agree to amend, modify, or supplement the MLPSA without the need for further Order of this Court, so long as any such amendments modifications or supplements are: (a) expressly contemplated by the MLPSA; *or* (b) not materially adverse to the Seller.

6. The provisions of this Order are non-severable and mutually dependent.

7. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Seller and the Purchaser are free to close under the MLPSA at any time, subject to the terms of the MLPSA.

# # #

*(Paul Steven Singerman, Esq. is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of the entry of the order.)*

7953575-5

Label Matrix for local noticing
113A-3
Case 3:12-bk-04524-JAF
Middle District of Florida
Jacksonville
Thu Aug 10 12:09:50 EDT 2017

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