

**SFR 2010-3
EXECUTION COPY**

AGREEMENT OF COMMON DEFINITIONS

Dated as of November 30, 2010

FDIC STRUCTURED SALE SFR 2010-3

AGREEMENT OF COMMON DEFINITIONS

THIS AGREEMENT OF COMMON DEFINITIONS (as the same may be amended or modified from time-to-time in accordance with the terms hereof, this "**Agreement**"), is made and entered into as of the 30th day of November, 2010 (the "**Closing Date**"), by and among the Federal Deposit Insurance Corporation (in any capacity, the "**FDIC**"), as the Receiver defined below (including its successors and assigns hereto, the "**Initial Member**"), SFR 2010-3 Acquisition LLC, a Florida limited liability company (the "**Private Owner**"), 2010-3 SFR Venture, LLC, a Delaware limited liability company (the "**Company**"), the Federal Deposit Insurance Corporation (acting in any capacity, the "**FDIC**"), in its corporate capacity, as the guarantor of the Purchase Money Notes (as such term is defined below) (together with its successors and assigns, the "**Purchase Money Notes Guarantor**"), the FDIC, in its capacity as the Receiver, as the Collateral Agent under the Reimbursement and Security Agreement (as such term is defined below) (in such capacity, or any successor collateral agent, the "**Collateral Agent**"), Citibank, N.A., a national banking association (the "**Bank**"), and RoundPoint Mortgage Servicing Corporation, a Florida corporation (the "**Servicer**").

WHEREAS, the Initial Member and the Company have entered into that certain Contribution Agreement (as defined herein) dated as of the Closing Date;

WHEREAS, the Company, the Purchase Money Notes Guarantor, the Collateral Agent and the Bank have entered into that certain Custodial and Paying Agency Agreement (as defined herein) dated as of the Closing Date;

WHEREAS, the Company, the FDIC, the Initial Member and the Private Owner have entered into that certain LLC Operating Agreement (as defined herein) dated as of the Closing Date;

WHEREAS, the Servicer and the Private Owner as Manager have entered into that certain Servicing Agreement (as defined herein) dated as of the Closing Date;

WHEREAS, the Purchase Money Notes Guarantor and the Receiver (as defined herein) have entered into that certain Purchase Money Notes Guaranty (as defined herein) dated as of the Closing Date; and

WHEREAS, the Company, the Purchase Money Notes Guarantor, the Collateral Agent and the Initial Member have entered into that certain Reimbursement and Security Agreement (as defined herein) dated as of the Closing Date; and

WHEREAS, each party to this Agreement is a party to one or more of the Contribution Agreement, the LLC Operating Agreement, the Custodial and Paying Agency Agreement, the Reimbursement and Security Agreement and the Servicing Agreement (collectively, the "**Core Agreements**"), and the parties hereto wish to adopt the definitions in this Agreement as the definitions of those capitalized terms in the Core Agreements.

NOW, THEREFORE, in consideration of the premises and the other covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, each party which has executed this Agreement agrees as follows:

ARTICLE I Certain Definitions

Definitions. Unless otherwise defined in the respective Core Agreement, capitalized terms in the Core Agreements shall have the meanings and definitions hereinafter respectively set forth.

“Acceptable Investment Rating” means any of the top three rating categories that may be assigned to any security, obligation or entity by the Rating Agencies.

“Acceptable Rating” means (i) a rating of Strong by Standard and Poor’s Ratings Service, a division of The McGraw-Hill Companies, Inc., (ii) the applicable Level 1 servicer rating for residential mortgage servicers by Fitch, Inc., or (iii) a rating of SQ1 by Moody’s Investors Service.

“Account Control Agreement” means one or more account control agreements dated as of the date hereof, among the Company, the Bank and the Collateral Agent, as the same shall be amended, supplemented or otherwise modified from time-to-time.

“Accountants” shall mean the independent certified public accountants of the Company.

“Acquired Property” means (i) the Underlying Collateral to which title is acquired by or on behalf of the Initial Member or any Failed Bank by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the Uniform Commercial Code, in any such case in accordance with the Mortgage Loan Documents, if the foreclosure or other acquisition event occurs after the Cut-off Date, (ii) the Underlying Collateral to which title is acquired by or on behalf of the Company or any Ownership Entity by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the Uniform Commercial Code, in any such case in accordance with the Mortgage Loan Documents and in connection with performance by the Company of its obligations and duties pursuant to the LLC Operating Agreement, (iii) the equity interests in the Ownership Entities and (iv) the assets held directly or indirectly by the Ownership Entities.

“Additional Security” shall have the meaning given in Section 3.13(d) of the LLC Operating Agreement.

“Adjusted Cut-Off Date Unpaid Principal Balance” means, with respect to any Mortgage Loan, the Cut-Off Date Unpaid Principal Balance adjusted higher or lower, as appropriate, to reflect the actual Unpaid Principal Balance of the Mortgage Loan as of the Cut-Off Date on the Accounting Records and to correct errors reflected in the Cut-Off Date Unpaid Principal Balance due to (i) miscalculations, misapplied payments, unapplied payments, unrecorded advances of principal or other disbursements, or other accounting errors with respect

to the period ending on the Cut-Off Date, (ii) the effect of any final court decree, unappealable regulatory enforcement order or other similar action of a legal or regulatory nature effective on or before the Cut-Off Date, (iii) a foreclosure sale that occurred on or before the Cut-Off Date, (iv) the portion of any Dishonored Check that was applied to (and reflected in) the Cut-Off Date Unpaid Principal Balance or (v) unreimbursed advances for Servicing Expenses and Pre-Approved Charges.

"Affiliate" shall mean, with respect to any specified Person, (i) any other Person directly or indirectly Controlling or Controlled by or under common Control with such specified Person, (ii) any Person owning or Controlling ten percent (10%) or more of the outstanding voting securities, voting equity interests, or beneficial interests of the Person specified, (iii) any officer, director, general partner, managing member, trustee, employee or promoter of the Person specified or any Immediate Family Member of such officer, director, general partner, managing member, trustee, employee or promoter, (iv) any corporation, partnership, limited liability company or trust for which any Person referred to in clause (ii) or (iii) acts in that capacity, or (v) any Person who is an officer, director, general partner, managing member, trustee or holder of ten percent (10%) or more of the outstanding voting securities, voting equity interests or beneficial interests of any Person described in clauses (i) through (iv); provided, however, that none of the Initial Member, the Purchase Money Notes Guarantor, the Collateral Agent or any Affiliate (for this purpose determined disregarding clauses (ii), (iii) and (iv) of this definition (including in the context of clause (v) of this definition) and disregarding the Company and any Person Controlled by the Company) of any of the foregoing shall be deemed to be an "Affiliate" of the Company or of any Person Controlled by the Company.

"Ancillary Documents" means the LLC Operating Agreement, the Contribution Agreement, the Servicing Agreement, the Electronic Tracking Agreement, the Custodial and Paying Agency Agreement, one or more Account Control Agreements, the Purchase Money Notes, the Purchase Money Notes Guaranty, any Reissued Purchase Money Notes, the Reimbursement and Security Agreement and the Transferred LLC Interest Sale Agreement, in each case once executed and delivered, and any and all other agreements and instruments executed and delivered in connection with the Closing or the transactions contemplated thereby.

"Appraisal" means an appraisal of the related Mortgaged Property prepared no earlier than three (3) months prior to the related acquisition date by a qualified appraiser, who had no interest, direct or indirect in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the acquisition of the Mortgaged Property, which satisfies the requirements of Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 as amended and the regulations promulgated thereunder, all as in effect on the date such appraisal was prepared.

"Appraised Value" means the value of the related Mortgaged Property based upon an Appraisal.

"Bank" means Citibank, N.A., a national banking association.

"Borrower" means any borrower with respect to any Mortgage Loan.

“Bulk Sale” means the sale or other disposition in either of the first two years after the Closing Date of Mortgage Loans having an aggregate Unpaid Principal Balance greater than 10% of the aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date, except Acquired Property constituting REO Property.

“Business Day” means (i) with respect to any day on which the Company owes an obligation to the Custodian or the Paying Agent or on which the Custodian or the Paying Agent owes an obligation to the Company, any day on which the Bank’s offices are closed and (ii) with respect to any other day means any day except a Saturday, Sunday or other day on which commercial banks in the State of New York or United States federal government offices are required or authorized by Law to close or on which the Bank’s offices are closed.

“Business Plan” has the meaning given in Section 7.7 of the LLC Operating Agreement.

“Change of Control” means (a) with respect to the Private Owner, (i) the Private Owner’s Specified Parent for any reason (x) failing or ceasing to Control the Private Owner or (y) failing or ceasing to own, beneficially and of record, and directly or indirectly (including through one or more Subsidiaries), at least 50.1% in value of all of the equity interests in the Private Owner, or (ii) any Person other than the Private Owner’s Specified Parent (and its wholly-owned subsidiaries) at any time, when considered together with all of such Person’s Affiliates, directly or indirectly acquiring or holding, of record or beneficially, 25% in value of all of the equity interests in the Private Owner; and (b) with respect to the Servicer, (i) the Servicer’s Specified Parent for any reason (x) failing or ceasing to Control the Servicer or (y) failing or ceasing to own, beneficially and of record, and directly or indirectly (including through one or more Subsidiaries), at least 50.1% in value of all of the equity interests in the Servicer, or (ii) without limitation of clause (i), in the event the Servicer is (or at the time it became the Servicer, was) an Affiliate of the Private Owner, any Change of Control of the Private Owner.

“Closing Date” means November 30, 2010.

“Code” means the United States Internal Revenue Code of 1986, together with the regulations promulgated thereunder, as may be amended from time-to-time.

“Collateral Agent” means the FDIC, in its capacity as the Collateral Agent under the Reimbursement and Security Agreement, and any successor Collateral Agent thereunder.

“Collection Account” means a segregated trust or custodial account established and maintained under the Custodial and Paying Agency Agreement at a branch of the Paying Agent for the purpose of holding Mortgage Loan Proceeds, advances from the Liquidity Account, advances from the Special Reserve Account and Excess Liquidity Advances and funding Operating Expenses and the Distribution Account for payments that are required under the Priority of Payments.

“Company” means 2010-3 SFR Venture, LLC, a Delaware limited liability company.

“Contract for Deed” means an executory contract with a third party to convey real property to such third party upon payment of the amounts set forth therein and/or the performance of any other obligations described therein, including any installment land contract.

“Control” (including the phrases **“Controlled by”** and **“under common Control with”**) when used with respect to any specified Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise.

“Contribution Agreement” means the Mortgage Loan Contribution and Sale Agreement dated as of the Closing Date between the Initial Member and the Company.

“Custodial and Paying Agency Agreement” means the custodial and paying agency agreement dated as of the Closing Date, by and among the Company, the Purchase Money Notes Guarantor, the Initial Member and the Bank, and thereafter any replacement Custodial and Paying Agency Agreement entered into from time-to-time pursuant to the LLC Operating Agreement.

“Custodial Documents” means the documents listed in Section 6.1(c) of the Custodial and Paying Agency Agreement.

“Custodian” means the Bank, or any successor custodian.

“Custodian and Paying Agent Report” has the meaning given in Section 11.1(a) of the Custodial and Paying Agency Agreement.

“Cut-Off Date” means the close of business on October 29, 2010.

“Cut-Off Date Unpaid Principal Balance” means, with respect to any Mortgage Loan, the estimate of the Unpaid Principal Balance of the Mortgage Loan as of the Cut-Off Date as stated on the Mortgage Loan Schedule.

“Debtor Relief Laws” means Title 11 of the United States Code (11 U.S.C. §§101, et seq.), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time-to-time in effect and affecting the rights of creditors generally.

“Deficiency Balance” means the remaining unpaid principal balance of any Note or Mortgage Loan sold or contributed pursuant to the Contribution Agreement after crediting to it the proceeds of a foreclosure sale, deed in lieu of foreclosure or any other exercise of remedies with respect to Underlying Collateral.

“Deficiency Judgment Claim” means any claim, right or demand in or to any deficiency judgment, or any similar claim, right, demand or any other recourse arising from, or in connection with, any loan that is or was secured by any REO Property that became Acquired Property prior to the Closing Date, such REO Property being identified as “REO” in the “Loan/REO” column of the Mortgage Loan Schedule attached as Exhibit A to the Contribution

Agreement, whether the title to such mortgaged properties was acquired by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the Uniform Commercial Code, and whether such claim, right, demand or other recourse is to or against the borrower or a guarantor with respect to such loan.

“Determination Date” means the last day of each Due Period.

“Distribution Account” means a segregated trust or custodial account established and maintained at a branch of the Paying Agent for the sole purpose of holding funds deposited into such account from the Collection Account and funding payments required under the Priority of Payments, in each case, in accordance with the Custodial and Paying Agency Agreement.

“Distribution Date” means the twenty-fifth (25th) day of each month or if such day is not a Business Day, the next succeeding day that is a Business Day, commencing January 25, 2011.

“Distribution Date Report” has the meaning given in Section 11.3 of the Custodial and Paying Agency Agreement.

“Due Period” means (i) with respect to the first Distribution Date, the period from the Cut-Off Date to and including December 31, 2010, and (ii) with respect to any other Distribution Date, the calendar month prior to the month in which the Distribution Date occurs.

“Electronic Tracking Agreement” means an agreement substantially in the form of Exhibit B to the Servicing Agreement.

“Eligible Account” means one or more segregated trust or custodial account or accounts established and maintained with an Eligible Institution, each of which shall be entitled for the benefit of the Company and the Collateral Agent.

“Eligible Institution” means a Person that is not an Affiliate of the Private Owner or the Manager and that is a federally insured depository institution that is well capitalized; provided that an Affiliate of the Private Owner or the Manager may be deemed to be an Eligible Institution if the Initial Member and the Purchase Money Notes Guarantor provide a written consent (which may be withheld in each such person’s sole and absolute discretion), which consent may be withdrawn upon written notification to the Manager, in which case such Affiliate of the Private Owner or of the Manager shall no longer constitute an Eligible Institution as of the receipt of such notice. Any accounts maintained pursuant to any Ancillary Document at any institution that ceases to be an Eligible Institution shall be moved to an Eligible Institution within three (3) Business Days after the receipt of such notice.

“Environmental Hazard” means the presence at, in or under any Mortgaged Property (whether held in fee simple estate or subject to a ground lease or otherwise, and including any improvements whether by buildings or facilities, and any personal property, fixtures, leases and other property or rights pertaining thereto), of any hazardous substance, as such term is defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601(14), or any petroleum (including

crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure), at a level or in an amount that requires remediation or abatement pursuant to applicable Law.

“**ERISA**” means the United States Employee Retirement Income Security Act of 1974, together with the regulations promulgated thereunder, as may be amended from time-to-time.

“**Escrow Account**” means an account maintained by the Servicer or its agent for the deposit of Escrow Payments received in respect of one or more Mortgage Loans and includes, but is not limited to all so-called “lockbox” accounts maintained under the terms of any Mortgage Loan Document and any other accounts maintained by the Company under the Mortgage Loan Documents for amounts deposited or required to be deposited therein by the applicable Borrower.

“**Escrow Advance**” means any advance made to pay taxes or insurance premiums or any other cost or expense that, but for a shortfall in the applicable Borrower’s Escrow Account, would have been payable using funds in the applicable Borrower’s Escrow Account.

“**Escrow Payments**” means the amounts for the purpose of paying ground rents, taxes, assessments, water rates, common charges in condominiums and planned unit developments, mortgage insurance premiums, fire and hazard insurance premiums and other payments, or for the purpose of paying construction costs, that have been deposited in escrow or designated as such by the applicable Borrower.

“**Excess Liquidity Advances**” has the meaning given in Section 5.4 of the LLC Operating Agreement.

“**Excluded Expenses**” has the meaning given in Section 12.7(b) of the LLC Operating Agreement.

“**Excluded Liabilities**” has the meaning given that term in Section 2.2 of the Contribution Agreement.

“**Existing Servicer**” means a Person (including the Initial Member in its capacity as Receiver for a Failed Bank) acting as servicer for any Mortgage Loan as of the Cut-Off Date.

“**Failed Banks**” means the various failed financial institutions listed on Schedule I.

“**Fannie Mae**” means the Federal National Mortgage Association of the United States or any successor thereto.

“**Fannie Mae Guidelines**” means those guidelines adopted by Fannie Mae for the servicing of mortgage loans owned or securitized by Fannie Mae and for the reimbursement of costs and expenses in connection with the servicing of such mortgage loans, as in effect on the date such mortgage loans are being serviced or such costs or expenses are incurred.

“**FDIC**” means the Federal Deposit Insurance Corporation in any capacity.

“FHA” means the Federal Housing Administration or any successor thereto.

“Final Distribution” means the distribution of all remaining Mortgage Loan Proceeds in accordance with the terms of the Custodial and Paying Agency Agreement and the LLC Operating Agreement after liquidation of all of the Mortgage Loans and related Mortgaged Property following the dissolution of the Company.

“Funding Draw” means (i) any principal advance with respect to a Mortgage Loan pursuant to the funding provisions of the applicable Mortgage Loan Documents and in accordance with the Servicing Standard, in each case so long as (a) if required by applicable Law or if otherwise deemed necessary by the Manager or required hereunder, an endorsement to each applicable title policy insuring the Mortgage Loan, which endorsement shall be in form and content acceptable to the Manager, is obtained that (1) brings down the effective date of the title policy to the date on which the applicable Funding Draw it covers is made, (2) increases the liability limit of the title policy by an amount equal to the principal amount of such Funding Draw, and (3) contains no new exceptions to title; (b) notwithstanding anything to the contrary contained in the LLC Operating Agreement, if the then outstanding unpaid principal balance of the Mortgage Loan exceeds (or would, after taking into account the applicable Funding Draw, so exceed) the value of the Underlying Collateral, the Manager shall make or permit any such Funding Draw only if the Manager determines, in its reasonable judgment, that the Borrower is reasonably likely to be able to repay the Mortgage Loan, or that the making of the Funding Draw is in the best interests (in terms of maximizing the value of the Mortgage Loan) of the Company and the Initial Member, or that the Company is otherwise legally obligated to make such Funding Draw under the applicable Mortgage Loan Documents; and (c) such advance is made in accordance with the terms of the Mortgage Loan and the Mortgage Loan Documents, provided, however, that if such advance would result in the principal amount of such Mortgage Loan being in excess of the related unfunded commitment with respect thereto (as set forth in the Mortgage Loan Documents) or if any term with respect to the Mortgage Loan or the Mortgage Loan Documents precludes such advance in the event of a Borrower default, the applicable unfunded commitment may be increased (and such advance may be made) and/or such term may be waived, in each case only if the Manager determines, in its reasonable judgment and in accordance with the Servicing Standard, that such increase to the unfunded commitment (and related advance) and/or waiver is in the best interests of the Company and the Initial Member in terms of maximizing the value of the Mortgage Loan and, in the case of any such increase to the unfunded commitment (or other advance not contemplated in the existing Mortgage Loan Documents), (x) such increased commitment and the related advance are evidenced by an applicable Note (or Notes) and amendments to the Mortgage Loan Documents (including Underlying Collateral Documents) pursuant to which such increased commitment and advance shall be secured by all of the Underlying Collateral for such Mortgage Loan and otherwise subject to the general provisions with respect to other outstanding amounts under such Mortgage Loan, all on terms and conditions consistent with the Mortgage Loan Documents as in effect prior to such amendment, and (y) the Manager complies with the requirements in item (i)(a) above; and (ii) payments of costs and expenses associated with the continued construction of REO Property (including the payment of so-called “soft costs” payable during construction (such as real estate taxes, ground rents and insurance premiums)) as would typically have been paid out of funding of the applicable Mortgage Loan relating to such REO Property (as reasonably determined by the Manager), in each case (x) only to the extent the Manager determines, in its

reasonable judgment, that the payment of such costs and expenses is in the best interests (in terms of maximizing the value of the Mortgage Loan and REO Property) of the Company and the Initial Member, and (y) in accordance with the Servicing Standard and the Mortgage Loan Documents that were applicable to the REO Property before it became an REO Property (not including payment of debt service under the applicable Mortgage Loan Documents, and without reference to the unfunded commitment, if any, having been in effect with respect to such REO Property under the Mortgage Loan Documents); provided, that, in no event shall any such costs and expenses payable pursuant to any such Funding Draw include any Excluded Expenses.

“**GAAP**” means the generally accepted accounting principles as in effect in the United States from time-to-time.

“**Governmental Authority**” means (i) any United States or non-United States national, federal, state, local, municipal, provincial or international government or any political subdivision of any thereof or (ii) any governmental, regulatory or administrative authority, agency or commission, or judicial or arbitral body of any of the foregoing described in clause (i).

“**Ground Lease**” shall have the meaning given in Section 12.15(g) of the LLC Operating Agreement.

“**HAMP**” means the Home Affordable Modification Program.

“**HUD**” means the United States Department of Housing and Urban Development or any successor thereto.

“**Immediate Family Member**” means, with respect to any individual, his or her spouse, parents, parents-in-law, grandparents, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children (whether natural or adopted), children-in-law, stepchildren, grandchildren and grandchildren-in-law.

“**Initial Member**” means the FDIC in its capacity as Receiver.

“**Initial Note Principal Balance**” means with respect to any Purchase Money Note, the outstanding principal balance of such Purchase Money Note at issuance.

“**Insolvency Event**” means, with respect to any specified Person, the occurrence of any of the following events:

1. the specified Person makes an assignment for the benefit of creditors;
2. the specified Person files a voluntary petition for relief in any Insolvency Proceeding;
3. the specified Person is adjudged bankrupt or insolvent or there is entered against the specified Person an order for relief in any Insolvency Proceeding;

4. the specified Person files a petition or answer seeking for the specified Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law;
5. the specified Person seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the specified Person or of all or any substantial part of the specified Person's properties;
6. the specified Person files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the specified Person in any proceeding described in clauses (1) through (5);
7. the specified Person becomes unable to pay its obligations as they become due, or the sum of such specified Person's debts is greater than all of such Person's property, at a fair valuation; or
8. (i) at least sixty (60) days have passed following the commencement of any proceeding against the specified Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law and such proceeding has not been dismissed, or (ii) (x) at least sixty (60) days have passed following the appointment of a trustee, receiver or liquidator for the specified Person or all or any substantial part of the specified Person's properties without the specified Person's agreement or acquiescence, and such appointment has not been vacated or stayed, or (y) if such appointment has been stayed, at least sixty (60) days have passed following the expiration of the stay and such appointment has not been vacated.

"Insolvency Proceeding" means any proceeding under Title 11 of the United States Code (11 U.S.C. §§101, et seq.) or any proceeding under any other Debtor Relief Law.

"Interest Reserve Account" means a segregated trust or custodial account established and maintained at a branch of the Paying Agent.

"Interest Reserve Target Amount" means an amount equal to the product of (i) the Purchase Money Notes Interest Rate and (ii) with respect to the Closing Date, the aggregate Initial Note Principal Balance and with respect to any Distribution Date, the aggregate Note Principal Balance as of the related Determination Date.

"Interim Management Fee" has the meaning given in Section 5.1(b)(ii) of the Custodial and Paying Agency Agreement.

"Interim Servicing Fee" means the fee to be paid by the Company to the Initial Member for the provision of interim servicing on behalf of the Company with respect to the Mortgage Loans for the period beginning on the day after the Cut-Off Date and ending, with respect to each Mortgage Loan, on the Servicing Transfer Date for such Mortgage Loan. The Interim Servicing Fee for each Due Period with respect to each Mortgage Loan will be

calculated, earned and due as of the first day of each Due Period in which the Initial Member provides interim servicing with respect to such Mortgage Loan by multiplying (i) the Unpaid Principal Balance of such Mortgage Loan calculated as of the first day of such Due Period by (ii) 0.25 percent (0.25%) by (iii) a fraction, the numerator of which is the number of days in the respective Due Period (whether or not the Servicing Transfer Date occurs within such Due Period) and the denominator of which is 360.

“Interim Servicing Period” has the meaning given in Section 3.3(b) of the Contribution Agreement.

“Investment Company Act” means the Investment Company Act of 1940, as amended from time-to-time.

“Law” means any applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order (including any executive order) of any Governmental Authority.

“Lien” means any mortgage, deed of trust, pledge, deed to secure debt, trust deed, security interest, charge, restriction on or condition to transfer, voting or exercise or enjoyment of any right or beneficial interest, option, right of first refusal, easement, covenant, restriction and any other lien, claim or encumbrance of any nature whatsoever.

“Liquidity Account” means a segregated trust or custodial account established and maintained at a branch of the Paying Agent for purposes of holding funds deposited therein by the Initial Member, the Private Owner and the Company and funding the payment of Operating Expenses, in each case, in accordance with, and for the purposes set forth in, the LLC Operating Agreement and the Custodial and Paying Agency Agreement.

“Liquidity Account Cap” means an amount which is equal to the product of (i) 0.25% and (ii) with respect to the Closing Date, the aggregate Unpaid Principal Balance of the Mortgage Loans as of the Cut-Off Date and with respect to any Distribution Date, the aggregate Unpaid Principal Balance of the Mortgage Loans as of the last day of the immediately preceding Due Period.

“LLC Operating Agreement” means the Amended and Restated Limited Liability Company Operating Agreement dated as of the Closing Date, by and among the Initial Member, the Private Owner and the Company.

“Loan Parity Obligation” means an amount, not less than zero, equal to the excess of (a) the outstanding principal balance of the Purchase Money Notes over (b) the sum of the (i) Unpaid Principal Balance of the Mortgage Loans and (ii) any Principal Proceeds collected and undistributed.

“Management Fee” means, with respect to each Due Period, a fee payable to the Manager, which fee shall be calculated and earned as of the first day of such Due Period (and payable on the applicable Distribution Date for such Due Period in accordance with the Custodial and Paying Agency Agreement), and shall be in the amount determined by multiplying

(i) the Adjusted Unpaid Principal Balance of each Mortgage Loan calculated as of the first day of such Due Period by (ii) 0.50 percent (0.50%), and by (iii) a fraction, the numerator of which is the number of days in the respective Due Period and the denominator of which is 360. For purposes of clarification, in no event shall any Servicing Expenses, Deficiency Balances or Deficiency Judgment Claims be included in the determination of the Unpaid Principal Balance for purposes of calculation of the Management Fee, notwithstanding any provisions of the Mortgage Loan Documents that would permit or require any such Servicing Expenses to be treated as advances (or otherwise as part of the principal amount of any such Mortgage Loan).

“Manager” has the meaning given in Section 3.1(a) of the LLC Operating Agreement.

“MERS®” means Mortgage Electronic Registration Systems, Incorporated, or any successor thereto.

“MERS® System” means the MERSCORP, Inc. mortgage electronic registry system, as more particularly described in the MERS Procedures Manual (a copy of which is attached as an exhibit to the Electronic Tracking Agreement).

“MERS® Registered Mortgages” has the meaning given in Section 3.1(c) of the Contribution Agreement.

“Modification” means any extension, renewal, substitution, replacement, supplement, amendment or modification of any agreement, certificate, document, instrument or other writing, whether or not contemplated in the original agreement, document or instrument.

“Monthly Report” means a report in electronic format in the form set forth in Exhibit B of the LLC Operating Agreement, which report shall be prepared and distributed by the Manager in accordance with Section 7.4(b) of the LLC Operating Agreement.

“Mortgage” means a (i) mortgage, deed of trust or other security instrument, including any Modification thereto, encumbering a fee simple interest or other interest in real property securing a Note, together with improvements thereto, and any personal property, fixtures, leases and other property or rights pertaining thereto and (ii) with respect to a Mortgage Loan secured in whole or in part by any other type of Underlying Collateral, the security agreement (however denominated) encumbering such Underlying Collateral.

“Mortgage Assignment” means, with respect to any Mortgage, an assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the applicable Law of the jurisdiction wherein the related Mortgaged Property is located to reflect the assignment and pledge of the Mortgage.

“Mortgage Loan” means any (i) loan, Ownership Entity or Acquired Property listed on the Mortgage Loan Schedule, (ii) any loan into which any loan listed on the Mortgage Loan Schedule is refinanced or modified, or (iii) any Acquired Property acquired by or on behalf of the Company or any Ownership Entity by foreclosure, by deed in lieu of foreclosure, by power of sale or by sale pursuant to the Uniform Commercial Code from any loan listed on the

Mortgage Loan Schedule, and, in each case, includes with respect to each such loan, Ownership Entity, Acquired Property or other related asset: (A) any obligation evidenced by a Note; (B) all rights, powers or Liens of the Company or any Ownership Entity in or under the Underlying Collateral and Underlying Collateral Documents and in and to Acquired Property (including all Ownership Entities and Acquired Property held by an Ownership Entity); (C) all of the rights of the Company or any Ownership Entity under any lease and the related leased property; (D) all rights of the Company or any Ownership Entity pursuant to any Contract for Deed and in or to the real property that is subject to such Contract for Deed; (E) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by or for the benefit of the Company or any Ownership Entity with respect to the Mortgage Loans, the Underlying Collateral or the ownership, use, function, value of or other rights pertaining thereto, whether arising by way of counterclaim or otherwise other than claims retained by the Initial Member pursuant to Section 2.7 of the Contribution Agreement; (F) all guaranties, warranties, indemnities and similar rights in favor of the Company or any Ownership Entity with respect to any of the Mortgage Loans; (G) all rights of the Company or any Ownership entity under the Related Agreements; and (H) all rights of the Company or the Ownership Entity to any Deficiency Balance or Deficiency Judgment Claim related to any Mortgage Loan. For purposes of clarification only, certain Mortgage Loans listed on the Mortgage Loan Schedule are secured by Underlying Collateral not constituting an interest in real property.

“Mortgage Loan Documents” means all documents, agreements, certificates, instruments and other writings (including all Underlying Collateral Documents) now or hereafter executed by or delivered or caused to be delivered by any Borrower, any Obligor or any other obligor evidencing, creating, guaranteeing or securing, or otherwise executed or delivered in respect of, all or any part of a Mortgage Loan or any Acquired Property or evidencing any transaction contemplated thereby (including, for this purpose, title insurance policies and endorsements thereto), and all Modifications thereto.

“Mortgage Loan Proceeds” means all of the following: (i) any and all proceeds with respect to any or all of the Mortgage Loans and any or all of the Underlying Collateral, including principal, interest, default interest, prepayment fees, premiums and charges, extension and exit fees, late fees, assumption fees, penalties, HAMP incentive fees payable to investors, other fees and charges, insurance proceeds and condemnation payments (or any portion thereof) that are not used and disbursed to repair, replace or restore the related Underlying Collateral in accordance with the terms of the Mortgage Loan Documents and the Ancillary Documents, and, with respect to any Acquired Property, operating cash flow realized from such Acquired Property net of Servicing Expenses, whether paid directly to the Company or payable to or distributed by an Ownership Entity; (ii) any and all proceeds from sales or other dispositions or refinancings of any or all of the Mortgage Loans other than any Repurchase Price paid for any Mortgage Loan pursuant to Article 6 of the Contribution Agreement, but including Acquired Property, net of Servicing Expenses incurred in connection with such sale or other disposition or refinancing; (iii) any proceeds from making a draw under any letter of credit or certificate of deposit held with respect to any Mortgage Loan, provided that such draw is permitted by the terms of the Mortgage Loan Documents; (iv) any recoveries of servicing advances incurred before the applicable Servicing Transfer Date or any other recoveries of any kind or nature with respect to the Mortgage Loans; (v) any recoveries from Borrowers or Obligors of any kind or nature with respect to the Mortgage Loans; (vi) any deposits or down payments forfeited by prospective

purchasers or lessees of apartments or other units for space at any Underlying Collateral; (vii) any payments made by the Company or subsidiary of the Company pursuant to Article VI of the Reimbursement and Security Agreement; and (viii) any interest or other earnings accrued and paid on any of the amounts described in the foregoing clauses (i) through (vii) while held in the Collection Account or any other account.

“Mortgage Loan Schedule” means the list of Mortgage Loans transferred to the Company by the Receiver and attached to the Contribution Agreement as Attachment A.

“Mortgage Loan Value” means for each Mortgage Loan, that portion of the Transferred LLC Interest Sale Price allocated by the Manager on a loan by loan basis to establish the relative value of each Mortgage Loan as set forth on the Mortgage Loan Value Schedule.

“Mortgage Loan Value Schedule” means the list Mortgage Loan Value assigned to each of the Mortgage Loans and attached to the Contribution Agreement as Attachment B.

“Mortgaged Property” means (i) the underlying real property or interest in real property, and whether or not improved by buildings or facilities, and any personal property, fixtures, leases and other property or rights pertaining thereto, securing a mortgage loan or (ii) with respect to any other type of loan, the Underlying Collateral securing such loan. The Underlying Collateral for a Mortgage Loan may include one or more of the collateral types described in clauses (i) or (ii).

“Net Fair Value” of Acquired Property means, as of any measurement date, (a) the fair value thereof based on the price that would be received by a seller in a sale of such Acquired Property in an orderly transaction between market participants at the measurement date (including as determined based on any applicable Appraisals), less (b) the expected incremental direct costs to transact such a sale, including broker commissions, legal and title transfer fees, and closing costs (except that, in determining the Net Fair Value of single family residences, this item (b) shall not be subtracted from item (a) above), in each case as the foregoing may be reasonably determined by the Manager; provided that:

(i) with respect to any Acquired Property that is acquired by the Company after the Closing Date as a result of a conversion in whole or in part of a Mortgage Loan into Acquired Property, such Net Fair Value shall initially be determined at the time of such conversion; and, in connection therewith, the Company shall obtain (or shall have obtained not more than three (3) months prior to such conversion) (i) an updated Appraisal, (ii) a broker price opinion or (iii) an automated value model, in each case conforming to any HAMP requirements relating to property valuation, setting forth, or otherwise serving as a basis for, such Net Fair Value;

(ii) the Net Fair Value with respect to any Acquired Property will be increased by the amount of, without duplication, any Funding Draws.

“Note” means each promissory note, lost instrument affidavit, loan agreement, shared credit, intercreditor agreement, reimbursement agreement, any other evidence of indebtedness of any kind, or any other agreement, document or instrument evidencing the indebtedness of a Borrower under a Mortgage Loan, and all Modifications to the foregoing.

“Note Principal Balance” means with respect to any Purchase Money Note, the Initial Note Principal Balance of such Purchase Money Note less all amounts paid as principal to the Noteholder of such Purchase Money Note, whether from Mortgage Loan Proceeds, payments under the Purchase Money Note Guaranty or otherwise.

“Noteholder” means any Person or Persons whose name appears on the Purchase Money Notes Register as the registered holder or holders of the Purchase Money Notes.

“Obligor” means (i) any guarantor of all or any portion of any Mortgage Loan or all or any of any Borrower’s obligations set forth and described in the Mortgage Loan Documents or (ii) any other Person (other than the Borrower, the lender(s) and any administrative or other agent) that is obligated pursuant to the Mortgage Loan Documents with respect to a Mortgage Loan.

“Operating Expenses” means any Servicing Expenses or Pre-Approved Charges.

“Ownership Entity” means a Single Purpose Entity that is a Subsidiary (as defined in the LLC Operating Agreement) of the Company, whether contributed by the Initial Member on the Closing Date or formed or acquired by the Company thereafter; provided, however, that, with respect to any entity transferred to the Company on the Closing Date pursuant to the Contribution Agreement that is not a Single Purpose Entity as of such date, any such entity shall be deemed to be an Ownership Entity; provided, further, that, the Company and the Manager shall take all necessary and appropriate actions to cause such entity to become a Single Purpose Entity as promptly as possible after the Closing Date.

“Paying Agent” means the Bank or any successor paying agent that satisfies the requirements set forth in Section 10.1(d) of the Custodial and Paying Agency Agreement.

“Percentage Interest” means, with respect to the LLC Interest held by the Initial Member prior to the Closing Date, one hundred percent (100%) and, with respect to the LLC Interests held by the Initial Member and Private Owner on and after the Closing Date, as set forth in Section 2.3(b) of the LLC Operating Agreement.

“Permitted Investments” means any one or more of the following obligations, instruments, securities or investments having at the time of purchase, or at such other time as might be specified, the required ratings, if any, provided for in this definition:

(i) direct obligations of, or guaranteed as to timely payment of principal and interest by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; for the avoidance of doubt, this clause (i) shall include any debt guaranteed by the FDIC in its corporate capacity;

(ii) demand and time deposits in or certificates of deposit of, or bankers’ acceptances issued by, any bank or trust company, savings and loan association or savings bank, provided that, in the case of obligations that are not fully FDIC-insured deposits, the commercial paper and/or long-term unsecured debt obligations of such depository institution or trust

company (or in the case of the principal depository institution in a holding company system, the commercial paper or long-term unsecured debt obligations of such holding company) have an Acceptable Investment Rating;

(iii) general obligations of or obligations guaranteed by any State of the United States or the District of Columbia receiving ratings of not less than the highest rating of each Rating Agency rating such obligations;

(iv) mutual funds in which investments are limited to the obligations referred to in clauses (i), (ii) or (iii) of this definition; and

(v) with the prior written consent of the Initial Member or the Purchase Money Notes Guarantor, any other demand, money market or time deposit or other obligation, instrument, security or investment.

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

“Pre-Approved Charges” means the costs and expenses expressly designated as Pre-Approved Charges in Sections 2.8, 3.1(c), 3.1(d)(i), 3.1(e), 3.2(b), 4.3, 4.10 and 5.6 of the Contribution Agreement, and no other costs or expenses.

“Prior Servicer” has the meaning given in Section 12.1(b)(xiii) of the LLC Operating Agreement.

“Priority of Payments” has the meaning given in Section 5.1 of the Custodial and Paying Agency Agreement.

“Private Owner” means SFR 2010-3 Acquisition LLC, a Florida limited liability company, and any successor and/or assign of such entity pursuant to the LLC Operating Agreement.

“Purchase Money Note” means that certain purchase money note, dated as of the Closing Date, with a maturity date as of the Purchase Money Maturity Date, issued by the Company to the Receiver or any other note executed and delivered upon registration of transfer of, or in exchange for, or in lieu of, such purchase money note.

“Purchase Money Notes Guarantor” means the FDIC, in its corporate capacity, as guarantor of the Purchase Money Notes.

“Purchase Money Notes Guaranty” means the guaranty agreement by and between the Purchase Money Notes Guarantor and the Receiver dated as of the Closing Date.

“Purchase Money Notes Guaranty Fee” is the product of (a) one-twelfth (1/12th) of the Purchase Money Notes Guaranty Fee Rate and (b) the aggregate unpaid principal balance of the Purchase Money Notes on the related Determination Date.

“Purchase Money Notes Guaranty Fee Rate” is one percent (1.00%) per annum, computed on the basis of a 360-day year comprised of twelve 30-day months.

“Purchase Money Notes Maturity Date” means the earlier of (a) the Distribution Date on which outstanding principal balance of the Purchase Money Notes is reduced to zero and (b) the first Distribution Date after the tenth anniversary of the Closing Date.

“Purchase Money Notes Register” and **“Purchase Money Notes Registrar”** have the meanings given in Section 2.7(a) of the Custodial and Paying Agency Agreement.

“Qualified Custodian and Paying Agent” means any Person that (i) is a bank, trust company or title insurance company subject to supervision and examination by any federal or state regulatory authority, (ii) is experienced in providing services of the type required to be performed by the Bank as the Custodian and Paying Agent under the Custodial and Paying Agency Agreement, (iii) is qualified and licensed to do business in each jurisdiction in which the Custodial Documents will be held to the extent required unless and to the extent the failure to be so qualified or licensed will not have a material adverse effect on the Custodian or its ability to perform its obligations under the Custodial and Paying Agency Agreement, (iv) is not prohibited from exercising custodial powers in any jurisdiction in which the Custodial Documents are or will be held, (v) has combined capital and surplus of at least \$50,000,000 as reported in its most recent report of condition, (vi) has the facilities to safeguard the funds deposited in the Accounts, the Mortgage Loan Documents and other Custodial Documents, and (vii) is not an Affiliate of the Company, the Initial Member, the Private Owner or any Servicer.

“Qualified Servicer” means any Person that (i) is properly licensed and qualified to conduct business in each jurisdiction in which such licenses and qualifications to conduct business are necessary for the servicing of the Mortgage Loans and management of the Underlying Collateral and the Acquired Property, (ii) has the management capacity and experience to service Mortgage Loans of the type held by the Company, especially performing and non-performing residential mortgage loans or construction loans, including the number and types of Mortgage Loans serviced, and the ability to track, process and post payments, and to furnish tax reports to Borrowers, (iii) either (x) has an Acceptable Rating or (y) is approved by and continues to be acceptable to the Initial Member in its sole discretion, and (iv) in the event any of the serviced Mortgage Loans are (or are required pursuant to the terms hereof to be) registered on the MERS® System, is a member of MERS®.

“Rating Agencies” means each of Moody’s Investors Service, Inc., Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., Fitch, Inc. and any other nationally recognized statistical rating organization.

“Receiver” means jointly and severally the FDIC in its separate capacity as receiver with respect to each Failed Bank.

“Regulation AB” means the regulations at 17 C.F.R. §§229.1100, et seq., as amended, and any successor statutes.

“Reimbursable Company Administrative Expenses” means (i) reasonable fees of outside auditors in connection with annual audits of the Company and the Ownership Entities; (ii) licensing, filing and similar fees paid to applicable authorities in connection with obtaining and maintaining applicable Company or Ownership Entity licenses or registrations, and reasonable attorneys' fee incurred in connection therewith, or with the preservation and eventual dissolution of the Company's or any Ownership Entity's existence in accordance with the LLC Operating Agreement (including for purposes of compliance with Section 4.3 of the LLC Operating Agreement); (iii) reasonable fees of the Manager incurred in complying with the provisions of Section 704(c) of the Code with respect to contributed property and preparing reports setting forth information, on a Mortgage Loan-by-Mortgage Loan basis, to enable the Company and the Members to properly track any gain or loss as required by Section 704(c) pursuant to Section 7.6(b) of the LLC Operating Agreement and (iv) reasonable attorneys fees actually incurred by the Company in providing legal opinions and reviewing certificates, closing documents and changes, amendments or modifications to documents requested or required by the Initial Member or the Purchase Money Notes Guarantor in connection with the issuance or reissuance and sale of any Purchase Money Note as contemplated and provided for by Section 13.5(b) and (d) of the LLC Operating Agreement and Section 8.4(b) of the Contribution Agreement. For purposes of clarification, in no event shall Reimbursable Company Administrative Expenses include fees in connection with audits, licenses or filings of or with respect to the Manager, the Servicer, the Subservicer or any other Person (other than the Company and the Ownership Entities).

“Reimbursement and Security Agreement” means that certain reimbursement and security agreement dated as of the Closing Date among the FDIC, acting in its corporate capacity and as Receiver and as Collateral Agent, and the Company.

“Reissued Purchase Money Note” has the meaning given in Section 2.8 of the Custodial and Paying Agency Agreement.

“Related Agreement” means (i) any agreement, document or instrument (other than the Note and the Underlying Collateral Documents) relating to or evidencing any obligation to pay or securing any Mortgage Loan (including any equipment lease, letter of credit, bankers' acceptance, draft, system confirmation of transaction, Mortgage Loan history, affidavit, general collection information, and correspondence and comments relating to any obligation), (ii) any agreement relating to real property or rights in or to any real property (including leases, tenancies, concessions, licenses or other rights of occupancy or use and security deposits related thereto) related to any Mortgage Loan, (iii) any collection, contingency fee, and tax and other service agreements (including those referred to in Section 4.2 of the Contribution Agreement) that are specific to the Mortgage Loans (or any of them) and that are assignable and (iv) any letter of assurance, letter of credit or similar instrument evidencing an obligation of any Failed Bank, the Initial Member, the Company or any Ownership Entity that was issued for the benefit of any Person and relates in any way to a Mortgage Loan or the acquisition, development or construction of any project with respect to which the proceeds of such Mortgage Loan were used or were intended to be used.

“Related Party” means with respect to any Person, any party related to such Person in the manner delineated in 26 U.S.C.A. § 267(b) and the regulations promulgated thereunder, as such law and regulations may be amended from time-to-time.

“Related Persons” has the meaning given in Section 4.5 of the LLC Operating Agreement.

“REO Property” means any real property (and related personal property) included in the Acquired Property.

“Required Cash Special Reserve Amount” means an amount equal to \$2,500,000.00.

“Required LOC Special Reserve Amount” means an amount equal to \$2,500,000.00.

“Restricted Servicer Change of Control” means any Change of Control with respect to the Servicer that has not been approved in writing by both the Initial Member and the Manager (which approval shall not be unreasonably withheld).

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

“Securities Act” means the Securities Act of 1933, as amended.

“Servicer” means (i) any Person retained by the Manager (in its individual capacity) to service, manage or administer any of the Mortgage Loans or the Underlying Collateral in accordance with the LLC Operating Agreement, and (ii) any Person retained by any Person referred to in clause (i) to service, manage or administer any of the Mortgage Loans or the Underlying Collateral.

“Servicing Agreement” means, initially, the Servicing Agreement dated as of the Closing Date, by and between the Manager, in its individual capacity, and the Servicer, in its individual capacity, and thereafter any replacement agreement entered into between the Manager (in its individual capacity) and the Person designated as the Servicer therein, which servicing agreement shall satisfy the requirements of Section 12.1(b) of the LLC Operating Agreement and shall be acceptable to the Initial Member in all respects.

“Servicing Expenses” means all customary and reasonable out-of-pocket fees, costs, expenses and indemnified amounts incurred in connection with servicing the Mortgage Loans and the Acquired Property and, to the extent expressly set forth in item (iii) below, the management of the Company and any Ownership Entity, including (i) any and all out-of-pocket fees, costs, expenses and indemnified amounts which a Borrower is obligated to pay to any Person or to reimburse to the lender, in either case, pursuant to the applicable Note or any other Mortgage Loan Document or Related Agreements, including Escrow Advances, (ii) any and all reasonable out-of-pocket expenses necessary to protect or preserve the value of the Underlying

Collateral or the priority of the Liens and security interests created by the Mortgage Loan Documents relating thereto or the Related Agreements, including taxes, insurance premiums (including forced place insurance premiums), payment of ground rent, the costs of prevention of waste, repairs and maintenance, the cost of Appraisals in connection with the conversion of Mortgaged Property to REO Property, foreclosure expenses and legal fees and expenses relating to foreclosure or other litigation with respect to the Mortgage Loans, (iii) any and all direct expenses related to the preservation, operation, management, leasing, and sale of the Underlying Collateral and the Acquired Property (including real estate brokerage fees), (iv) Reimbursable Company Administrative Expenses, (v) subject to Section 4.6 of the LLC Operating Agreement (and excluding any amounts or claims the Private Owner is required to bear or indemnify pursuant to such Section 4.6 of the LLC Operating Agreement), to the extent not covered by any of clauses (i) through (iii), legal fees and expenses (including judgments, settlements and reasonable attorneys fees) incurred by the Company (including to reimburse the Manager, including for the Manager's reimbursement of the Servicer, including for the Servicer's reimbursement of any Subservicer) in its (or the Manager's, the Servicer's or any Subservicer's) defense of claims asserted against the Company (or the Manager, the Servicer or any Subservicer) that relate to one or more Mortgage Loans or the conduct of the Business, and allege, as the basis for such claims, any act or omission of the Company (or the Manager, the Servicer or any Subservicer) but only if (1) such claims are not attributable to any act or omission of the Company, the Manager, the Servicer or any Subservicer in a manner inconsistent with, or in violation of, the Servicing Standard or any of the provisions of the LLC Operating Agreement or any other Ancillary Document, and (2) (x) such claims are decided and there are final non-appealable orders or judgments (unless the Initial Member has agreed in writing that no appeal needs to be taken) in favor of the Company (and the Manager and the Servicer, to the extent any such claim has been asserted against the same) or if decided against the Company (or the Manager or the Servicer or any Subservicer) without any finding of bad faith, gross negligence or willful misconduct on the part of any of the foregoing or (y) there is entered into a final settlement of any such claim with the prior written consent of the Initial Member, (vi) subject to Section 4.6 of the LLC Operating Agreement, (x) expenses incurred in accordance with Section 4.5(c) of the Contribution Agreement and (y) expenses incurred in connection with any litigation (including any bankruptcy action) included in the Obligations and assumed pursuant to Section 4.5(a) or (b) or Section 4.6 of the Contribution Agreement, and (vi) the costs of preparing, negotiating and recording any REO Mortgage (as defined in the Reimbursement and Security Agreement, including mortgage recording taxes) and the costs associated with the additional documentation required pursuant to Section 8.11 of the Reimbursement and Security Agreement, in each case pursuant to Section 8.11 of the Reimbursement and Security Agreement; provided, however, that Servicing Expenses shall not include any (A) Excluded Expenses or (B) costs or expenses to be funded (or which, assuming relevant conditions are satisfied, could be funded) using Funding Draws. For purposes of clarification, in connection with any reimbursement rights of the Initial Member (or any Prior Servicer) with respect to the period prior to the Closing Date, Servicing Expenses shall not include any Corporate Advances (as defined in the Contribution Agreement) made prior to the Closing Date.

“Servicing Obligations” has the meaning given in Section 2.4 of the Servicing Agreement.

“Servicing Standard” has the meaning given in Section 2.4 of the Servicing Agreement.

“Servicing Transfer Date” means, with respect to any Mortgage Loan, the date on which the transfer of the Mortgage Loan servicing for such Mortgage Loan to the Servicer is effective as determined in accordance with Section 3.3 of the Contribution Agreement, which date shall be mutually agreed upon by the Initial Member and the Company, it being understood and agreed that the Initial Member and the Company will proceed (and the Company is to cause the Servicer to proceed) with all commercially reasonable diligence to effect such transfer of Mortgage Loan servicing as soon as is practicable after the Closing.

“Single Purpose Entity” means

(A) with respect to an Ownership Entity, a corporation or limited liability company that (i) is organized under the laws of any state of the United States or the District of Columbia, (ii) the equity of which is uncertificated, (iii) has no material assets other than Acquired Property, (iv) is not engaged in any business operations except in connection with the Acquired Property and conducted pursuant to terms of the LLC Operating Agreement and the other Ancillary Documents, (v) does or causes to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises, (vi) at all times holds itself out to the public as a legal entity separate from any other Person (including any Affiliate), (vii) except as expressly contemplated by the LLC Operating Agreement, or the other Ancillary Documents, does not commingle its assets with assets of any other Person, (viii) conducts its business in its own name and strictly complies with all organizational formalities to maintain its separate existence, (ix) maintains an arm’s length relationship with any Affiliate upon terms that are commercially reasonable and on terms no less favorable to it than could be obtained in a comparable arm’s length transaction with an unrelated Person, (x) has no Debt other than as expressly permitted by the Ancillary Documents and (xi) except as otherwise consented to in writing by the Initial Member, is a pass-through entity for tax purposes;

(B) with respect to the Company, a limited liability company that (i) is organized under the laws of Delaware, (ii) the equity of which is uncertificated, (iii) has no material assets other than the Mortgage Loans, including Underlying Collateral and Ownership Entities, and its rights, title and interest in, to, and under the LLC Operating Agreement and the other Ancillary Documents, (iv) is not engaged in any significant business operations except in connection with the Mortgage Loans, including the Underlying Collateral and Ownership Entities and conducted in accordance with the terms of the LLC Operating Agreement and the other Ancillary Documents, (v) does or causes to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises, (vi) at all times holds itself out to the public as a legal entity separate from any other Person (including any Affiliate), (vii) except as expressly contemplated by the LLC Operating Agreement or by any other Ancillary Documents, does not commingle its assets with assets of any other Person, (viii) conducts its business in its own name and strictly complies with all organizational formalities to maintain its separate existence, (ix) maintains an arm’s length relationship with any Affiliate upon terms that are commercially reasonable and on terms no less favorable to it than could be obtained in a comparable arm’s length transaction with an unrelated Person other than as

expressly provided by the LLC Operating Agreement and the other Ancillary Documents, (x) has no Debt other than as provided in the LLC Operating Agreement and the other Ancillary Documents and (xi) except as otherwise consented to in writing by the Initial Member, is a pass-through entity for tax purposes; and

(C) with respect to the Private Owner (or any Qualified Transferee thereof), a corporation or limited liability company that (i) is organized under the laws of any state of the United States or the District of Columbia, (ii) the equity of which is uncertificated, (iii) has no material assets other than cash and cash equivalent and its rights, title and interest in, to, and under the LLC Operating Agreement and the other Ancillary Documents, (iv) is not engaged in any significant business operations except in connection with the performance of its obligations under the LLC Operating Agreement and the other Ancillary Documents, (v) does or causes to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises, (vi) at all times holds itself out to the public as a legal entity separate from any other Person (including any Affiliate), (vii) except as expressly contemplated by the LLC Operating Agreement or the other Ancillary Documents, does not commingle its assets with assets of any other Person, (viii) conducts its business in its own name and strictly complies with all organizational formalities to maintain its separate existence, (ix) maintains an arm's length relationship with any Affiliate upon terms that are commercially reasonable and on terms no less favorable to it than could be obtained in a comparable arm's length transaction with an unrelated Person other than as otherwise expressly provided by the LLC Operating Agreement and the other Ancillary Documents, (x) has no Debt and (xi) except as otherwise consented to in writing by the Initial Member, is a pass-through entity for tax purposes.

“Special Reserve Account” means a segregated trust or custodial account established and maintained at a branch of the Paying Agent for purposes of holding the Required Special Reserve Amount in accordance with, and for the purposes set forth in, the LLC Operating Agreement.

“Specified Parent” means (i) with respect to the Private Owner, (a) unless clause (i)(b) is applicable, RoundPoint Capital Group, LLC, a Florida limited liability company and RBS Financial Products Inc. a Delaware corporation or (b) any other Person or Persons that the Private Owner and the Initial Member may agree from time-to-time shall be designated as the Specified Parent for purposes of the LLC Operating Agreement; and (ii) with respect to the Servicer, (x) unless clause (ii)(y) is applicable, RoundPoint Financial Group, Inc., a Florida Corporation or (y) any Person or Persons that the Manager and the Initial Member may agree from time-to-time shall be designated as the Specified Parent with respect to the Servicer.

“Subservicer” means any Person, including Affiliates of the Servicer, the Private Owner or of the Manager, that (i) services Mortgage Loans on behalf of the Servicer, and (ii) is responsible for the performance (whether directly or through sub-servicers or subcontractors) of servicing functions required to be performed under the Servicing Agreement that are identified in Item 1122(d) of Regulation AB.

“Subservicing Agreement” means any agreement whereby the Servicer retains a subservicer to perform certain of its duties under the Servicing Agreement.

“Transfer Documents” means the endorsements and allonges to Notes, Assignment and Lost Instrument Affidavits (if applicable), Mortgage Assignments, deeds, assignment of leases and other documents of assignment, conveyance or transfer required under any applicable Law to evidence the transfer to the Company of the Mortgage Loans, the Underlying Collateral and the Underlying Collateral Documents and the Initial Member’s rights with respect to the Mortgage Loans and the Underlying Collateral. The form allonge to be used in preparation of the Transfer Documents is attached to the Contribution Agreement as Attachment D, the form of Assignment and Lost Instrument Affidavit to be used in preparation of the Transfer Documents is attached to the Contribution Agreement as Attachment E, the forms of Assignment of Real Estate Mortgage and Assignment of Real Estate Deed of Trust to be used in the preparation of the Transfer Documents are attached to the Contribution Agreement as Attachments F-1 and F-2, respectively, and the form of the Assignment of Assignment of Leases and Rents to be used in the preparation of the Transfer Documents is attached to the Contribution Agreement as Attachment G.

“Transferred LLC Interest Sale Agreement” means that certain limited liability company interest sale and assignment agreement dated the date hereof between the Initial Member and the Private Owner.

“Transferred LLC Interest Sale Price” means the purchase price set forth in the Transferred LLC Interest Sale Agreement for the membership interest sold to the Private Owner.

“Underlying Collateral” means any and all real or personal property, whether tangible, intangible or mixed, securing or pledged to secure a Mortgage Loan, including (i) any account, equipment, vehicle, guarantee or contract right, equity, partnership or other interest that is the subject of any Underlying Collateral Document and (ii) as the context requires, Acquired Property, whether or not expressly specified.

“Underlying Collateral Document” means any pledge agreement, security agreement, loan agreement, personal, corporate or other guaranty, deed of trust, deed, trust deed, deed to secure debt, mortgage, contract for the sale of real property, assignment, collateral agreement, stock power or other agreement or document of any kind, whether an original or a copy, whether similar to or different from those enumerated, (i) securing in any manner the performance or payment by any Borrower or any Obligor of its obligations or the obligations of any other Borrower or Obligor pursuant to any of the Mortgage Loans or Notes evidencing the Mortgage Loans or (ii) evidencing ownership of any Acquired Property.

“Underlying Mortgage Loan” means any Mortgage Loan, Ownership Entity (including any cash and cash equivalents held directly or indirectly by such Ownership Entities) or Acquired Property listed on the Mortgage Loan Schedule, and any loan into which any listed loan is refinanced or modified, and includes with respect to each such loan, Ownership Entity, Acquired Property or other related asset or any Related Agreement: (i) any obligation evidenced by a Note; (ii) all rights, powers or Liens of Debtor or any Ownership Entity in or under the

Underlying Collateral and Underlying Collateral Documents and in and to Acquired Property (including all Ownership Entities and REO Property held by an Ownership Entity); (iii) all rights of Debtor or any Ownership Entity pursuant to any Contract for Deed and in or to the real property that is subject to any such Contract for Deed; (iv) all rights of Debtor or any Ownership Entity pursuant to any lease and in or to the related leased property; (v) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by or for the benefit of Debtor or any Ownership Entity with respect to the Underlying Loans, the Underlying Collateral or the ownership, use, function, value of or other rights pertaining thereto, whether arising by way of counterclaim or otherwise, other than any claims retained by the Initial Member pursuant to Section 2.7 of the Contribution Agreement; (vi) all guaranties, warranties, indemnities and similar rights in favor of Debtor or any Ownership Entity with respect to any of the Underlying Loans; (vii) all rights of Debtor or any Ownership Entity pursuant to the Related Agreements; and (viii) all rights of Debtor or any Ownership Entity to any Deficiency Balances.

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code as in effect in any applicable jurisdiction, as amended from time-to-time.

“Unpaid Principal Balance” means, at any time, (a) when used in connection with multiple Mortgage Loans, an amount equal to the aggregate then outstanding principal balance of such Mortgage Loans, and (b) when used with respect to a single Mortgage Loan, an amount equal to the then outstanding principal balance of such Mortgage Loan; provided, however, that:

(i) with respect to any Acquired Property that is included among the Mortgage Loans on the Closing Date, the Unpaid Principal Balance of such Acquired Property shall initially be the amount set forth on the Mortgage Loan Schedule, as adjusted to its Adjusted Cut-Off Date Unpaid Principal Balance, and thereafter determined in the same manner as all other Acquired Property;

(ii) in the case of a Mortgage Loan for which all of the related Underlying Collateral has been converted to Acquired Property (including REO Property), until such time as the Acquired Property (or any portion thereof) is liquidated, the unpaid principal balance of such Mortgage Loan shall be deemed to equal the Net Fair Value of the Acquired Property, less the net proceeds of any sales of any portions of the Acquired Property effective after such conversion; or

(iii) in the case of a Mortgage Loan for which some of the related Underlying Collateral has been converted to Acquired Property (including REO Property), the sum of (A) the remaining outstanding Unpaid Principal Balance of such Mortgage Loan as of the date of the partial conversion and (B) until such time as the Acquired Property (or any portion thereof) is liquidated, the Net Fair Value of the Acquired Property, less the net proceeds of any sales of any portions of the Acquired Property effective after such conversion; or

(iv) the Unpaid Principal Balance with respect to any Acquired Property will be increased by the amount of, without duplication, (A) any advances by the Initial Member during the Interim Servicing Period under the Contribution Agreement, (B) any Funding Draws and (C) any Servicing Expenses capitalized thereto in accordance with applicable Law to the extent that capitalizing such Servicing Expenses would have been permitted under the applicable Mortgage Loan Documents prior to the conversion of the Mortgage Loan to Acquired Property.

ARTICLE II Miscellaneous

Section 2.1 Enforceability of this Agreement. Notwithstanding that this Agreement has not been executed by all parties described in this Agreement, this Agreement is enforceable against each party which has executed this Agreement. The parties which execute this Agreement acknowledge that the Ancillary Documents are being (or were) executed by certain Persons, including, but not limited to, the parties hereto, simultaneously or otherwise in connection with the execution of this Agreement, and that notwithstanding any failure by any party hereto to execute this Agreement, such agreements shall be effective and binding on the parties thereto in accordance with the terms thereof.

Section 2.2 Expenses. Except as may otherwise be expressly provided herein or in any Ancillary Document, each party shall pay its own expenses (including legal, accounting investment banker, broker or finder's fees) incident to the negotiation and execution of this Agreement and the Ancillary Documents, and the performance of its obligations hereunder.

Section 2.3 Waivers and Amendments. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the parties to a certain Ancillary Document may amend such Ancillary Document by execution of all parties thereto (subject to the amendment provisions of such Ancillary Document, including, but not limited to, the amendment of any definitions to be applicable to such Ancillary Document).

Section 2.4 Counterparts; Facsimile Signatures.

(a) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto.

(b) This Agreement and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

Section 2.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto which have executed this Agreement and their respective successors and assigns.

Section 2.6 Compliance With Law; Severability.

(a) Compliance With Law. Except as otherwise specifically provided herein, each party to this Agreement shall obey and comply with all applicable Laws, as they may pertain to such party's performance of its obligations hereunder.

(b) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable in such jurisdiction only as to a particular Person or Persons and/or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular Person or Persons and/or under such particular circumstance or circumstances, as the case may be; (ii) without limitation of clause (i), such provision shall in any event be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any of the remaining provisions of this Agreement. Without limitation of the preceding sentence, it is the intent of the parties to this Agreement that in the event that in any court proceeding, such court determines that any provision of this Agreement is prohibited or unenforceable in any jurisdiction (because of the duration or scope (geographic or otherwise) of such provision, or for any other reason) such court shall have the power to, and shall, (x) modify such provision (including without limitation, to the extent applicable, by limiting the duration or scope of such provision and/or the Persons against whom, and/or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding.

Section 2.7 Jurisdiction; Venue and Service

(a) The Company, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally:

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

1. remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum (other than the court in which the Initial Member files the action, suit or proceeding) without the consent of the Initial Member;

2. assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or
3. assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum;

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

1. remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Initial Member);
2. assert that venue is improper in the Supreme Court of the State of New York, County of New York; or
3. assert that the Supreme Court of the State of New York, County of New York, is an inconvenient forum;

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

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 2.7(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, County of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Initial Member.

(b) Each of the Private Owner and the Company, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 2.7(a) may be enforced in any court of competent jurisdiction;

(c) Subject to the provisions of Section 2.7(d), each of the Private Owner and the Company, on behalf of itself and its Affiliates, the Purchase Money Notes Guarantor, and the Initial Member hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 2.7(a) or Section 2.7(b) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Sections 18.1 of the Custodial and Paying Agency Agreement (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 2.7(c) shall affect the right of any party to serve process in any other manner permitted by Law; and

(d) Nothing in this Section 2.7 shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in Section 2.7(a)(iii) and Section 2.7(a)(iv), or in any way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

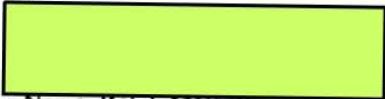
Section 2.8 Waiver of Jury Trial. EACH OF THE COMPANY, FOR ITSELF AND ITS AFFILIATES, AND THE INITIAL MEMBER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 2.9 Governing Law. EACH PARTY TO THIS AGREEMENT AGREES AND ELECTS THAT, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION, AND EACH PARTY TO THIS AGREEMENT UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY UNLAWFUL ACTION OR INACTION BY ANY PARTY TO THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

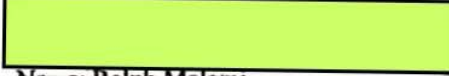
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized on the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS SEPARATE CAPACITIES AS RECEIVER
FOR EACH OF THE FAILED BANKS, as Initial
Member**

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

2010-3 SFR VENTURE, LLC

By: Federal Deposit Insurance Corporation, in its separate capacities as receiver with respect to each of the Failed Banks

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

SFR 2010-3 ACQUISITION LLC, as Private Owner

By: RoundPoint SFR 2010-3 Acquisition LLC, its managing member

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized on the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
IN ITS SEPARATE CAPACITIES AS RECEIVER
FOR EACH OF THE FAILED BANKS, as Initial
Member**

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

2010-3 SFR VENTURE, LLC

By: Federal Deposit Insurance Corporation, in its separate capacities as receiver with respect to each of the Failed Banks

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

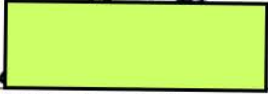
SFR 2010-3 ACQUISITION LLC, as Private Owner

By: RoundPoint SFR 2010-3 Acquisition LLC, its managing member

By: _____
Name: Shaun Ahmad
Title: Secretary

CITIBANK, N.A., as Paying Agent and Custodian

By:



Name: Cirino Emanuele
Title: Vice President

ROUNDPOINT MORTGAGE SERVICING CORPORATION, as Servicer

By:

Name:
Title:

CITIBANK, N.A., as Paying Agent and Custodian

By: _____
Name: Cirino Emanuele
Title:

**ROUNDPOINT MORTGAGE SERVICING
CORPORATION, as Servicer**

By: _____
Name: Dave Worrall
Title: President of Servicing

SCHEDULE I

List of Various Failed Financial Institutions

Bank Name	City	State	Fund	Closing Date
IndyMac Bank	Pasadena	CA	10007	7/11/2008
New Frontier Bank	Greeley	CO	10050	4/10/2009
First Bank of Beverly Hills	Calabasas	CA	10054	4/24/2009
First Bank of Idaho	Ketchum	ID	10055	4/24/2009
Silverton Bank, NA	Atlanta	GA	10059	5/01/2009
Westsound Bank	Bremerton	WA	10060	5/08/2009
Security Bank of Bibb County	Macon	GA	10085	7/24/2009
Corus Bank	Chicago	IL	10117	9/18/2009
Irwin Union Bank & Trust	Columbus	IN	10120	9/18/2009
Irwin F.S.B.	Columbus	IN	10121	9/18/2009
Warren Bank	Warren	MI	10125	10/02/2009
Hillcrest Bank of Florida	Naples	FL	10131	10/23/2009
Republic Federal Bank	Miami	FL	10158	12/11/2009
Citizens State Bank	New Baltimore	MI	10162	12/18/2009
Rockbridge Commercial Bank	Atlanta	GA	10164	12/18/2009
Barnes Banking Company	Kayville	UT	10171	1/15/2010
Bank of Leeton	Leeton	MO	10174	1/22/2010
Florida Community Bank	Immokalee	FL	10181	1/29/2010
Marshall Bank	Hallock	MN	10182	1/29/2010
Centennial Bank	Ogden	UT	10193	3/05/2010
Desert Hills Bank	Phoenix	AZ	10205	3/26/2010
Broadway Bank	Chicago	IL	10219	4/23/2010
Citizens Bank & Trust of Chicago	Chicago	IL	10220	4/23/2010
Lincoln Park Savings Bank	Chicago	IL	10221	4/23/2010
New Century Bank	Chicago	IL	10222	4/23/2010
Peotone Bank & Trust Co.	Peotone	IL	10223	4/23/2010
CF Bancorp (Citizens First)	Port Huron	MI	10226	4/30/2010
The Bank of Bonifay	Bonifay	FL	10234	5/07/2010
Arcola Homestead Savings Bank	Arcola	IL	10246	6/04/2010