

LOAN SALE AGREEMENT

BY AND BETWEEN

**THE FEDERAL DEPOSIT INSURANCE CORPORATION AS
RECEIVER FOR INDYMAC FEDERAL BANK, FSB**

AND

ONEWEST BANK, FSB

Dated as of March 19, 2009

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND CONSTRUCTION.....1

 Section 1.01 Definitions.....1

 Section 1.02 Construction.....10

ARTICLE II PURCHASE AND SALE OF LOANS11

 Section 2.01 Terms and Conditions of Sale.....11

 Section 2.02 Purchase Price.....14

 Section 2.03 Closing Payment.....14

 Section 2.04 Prorations.....14

 Section 2.05 Closing.....14

 Section 2.06 Closing Procedure.....14

 Section 2.07 Closing Adjustment Documents.....14

 Section 2.08 Calculation of Adjustments.....15

 Section 2.09 Final Settlement.....15

 Section 2.10 Offsets Against Deposits.....15

 Section 2.11 Allocation of Payments.....15

 Section 2.12 Rebates and Refunds.....15

 Section 2.13 Interest Conveyed.....15

 Section 2.14 Retained Claims and Release.....16

 Section 2.15 Delivery of Closing Documents.....16

ARTICLE III TRANSFER OF LOANS, COLLATERAL DOCUMENTS AND SERVICING..17

 Section 3.01 Transfer of Documents.....17

 Section 3.02 MERS Mortgage Loans.....17

 Section 3.03 Forwarding Post-Closing Date Items.....17

 Section 3.04 Delivery of Loans.....17

 Section 3.05 Recordation of Documents.....19

 Section 3.06 Additional Actions; Transaction Costs.....19

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.....19

ARTICLE V COVENANTS, DUTIES AND OBLIGATIONS.....19

 Section 5.01 Servicing of Loans.....19

 Section 5.02 Collection Agency/Contingency Fee Agreements.....19

 Section 5.03 Insured or Guaranteed Loans.....20

 Section 5.04 Reporting to or for the Applicable Taxing Authorities.....20

 Section 5.05 Loans in Litigation.....20

 Section 5.06 Loans in Bankruptcy.....22

 Section 5.07 Retained Claims.....22

 Section 5.08 Loan Related Insurance.....22

 Section 5.09 Unremitted Collections; Escrow Accounts and Custodial Accounts.....22

 Section 5.10 [Reserved].....23

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND CONSTRUCTION1

 Section 1.01 Definitions.....1

 Section 1.02 Construction.....10

ARTICLE II PURCHASE AND SALE OF LOANS11

 Section 2.01 Terms and Conditions of Sale.....11

 Section 2.02 Purchase Price.....14

 Section 2.03 Closing Payment14

 Section 2.04 Prorations14

 Section 2.05 Closing14

 Section 2.06 Closing Procedure.....14

 Section 2.07 Closing Adjustment Documents14

 Section 2.08 Calculation of Adjustments.....15

 Section 2.09 Final Settlement15

 Section 2.10 Offsets Against Deposits.....15

 Section 2.11 Allocation of Payments.....15

 Section 2.12 Rebates and Refunds.....15

 Section 2.13 Interest Conveyed15

 Section 2.14 Retained Claims and Release.....16

 Section 2.15 Delivery of Closing Documents.....16

ARTICLE III TRANSFER OF LOANS, COLLATERAL DOCUMENTS AND SERVICING..17

 Section 3.01 Transfer of Documents17

 Section 3.02 MERS Mortgage Loans17

 Section 3.03 Forwarding Post-Closing Date Items.....17

 Section 3.04 Delivery of Loans17

 Section 3.05 Recordation of Documents19

 Section 3.06 Additional Actions; Transaction Costs19

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER19

ARTICLE V COVENANTS, DUTIES AND OBLIGATIONS19

 Section 5.01 Servicing of Loans19

 Section 5.02 Collection Agency/Contingency Fee Agreements.....19

 Section 5.03 Insured or Guaranteed Loans20

 Section 5.04 Reporting to or for the Applicable Taxing Authorities.....20

 Section 5.05 Loans in Litigation.....20

 Section 5.06 Loans in Bankruptcy22

 Section 5.07 Retained Claims22

 Section 5.08 Loan Related Insurance.....22

 Section 5.09 Unremitted Collections; Escrow Accounts and Custodial Accounts.....22

 Section 5.10 [Reserved].....23

Section 5.11	Files and Records.....	23
Section 5.12	Reimbursement for Use of the Seller’s Employees	23
Section 5.13	Notice to Borrowers.....	23
Section 5.14	Notice of Claim.....	23
Section 5.15	Prior Servicer Information	24
Section 5.16	Release of Seller	24
Section 5.17	Borrower as Purchaser	24
Section 5.18	HELOCs.....	25
Section 5.19	Repurchase of Charged-Off Loans	25
Section 5.20	Loan Modification Program.....	25
Section 5.21	Loans in Process	26
Section 5.22	Cooperation.....	26
Section 5.23	Additional Title Documents.....	26
ARTICLE VI		27
REPRESENTATIONS AND WARRANTIES; ASSET-LEVEL STATEMENTS		27
Section 6.01	Assets Conveyed “AS IS”; Purchaser Acknowledgments.....	27
Section 6.02	No Warranties or Representations with Respect to Escrow Accounts	28
Section 6.03	No Warranties or Representations as to Amounts of Unfunded Principal	28
Section 6.04	Disclaimer Regarding Calculation or Adjustment of Interest on any Loan	28
Section 6.05	No Warranties or Representations with Regard to Information	28
Section 6.06	Intervening or Missing Assignments	28
Section 6.07	No Warranties or Representations as to Documents.....	28
Section 6.08	Representations and Warranties of the Seller	29
Section 6.09	Asset-Level Statements With Respect to Loans	29
ARTICLE VII REMEDIES FOR DEFECTIVE LOANS		31
Section 7.01	Remedy	31
Section 7.02	Conditions Precedent to Remedy.....	31
Section 7.03	Notice and Evidence of Defect	32
Section 7.04	Processing of the Remedy Request; Purchaser Cure	32
Section 7.05	Re-delivery of Notes, Files and Documents	33
Section 7.06	Waiver of Remedy	34
Section 7.07	Predatory Lending Defects	34
Section 7.08	Seller Loss Limit; Satisfaction of Obligation to Provide Remedy	35
ARTICLE VIII CONDITIONS PRECEDENT TO CLOSING.....		35
Section 8.01	Conditions to Purchaser’s Obligation.....	35
Section 8.02	Conditions to Seller’s Obligation.....	35
ARTICLE IX NOTICES.....		35

Section 9.01	Notices	35
Section 9.02	Article VII Notice	36
Section 9.03	All Other Notices	36

ARTICLE X MISCELLANEOUS PROVISIONS.....37

Section 10.01	Severability	37
Section 10.02	Governing Law	37
Section 10.03	Waivers; Amendment and Assignment	37
Section 10.04	No Presumption	38
Section 10.05	Entire Agreement.....	38
Section 10.06	Jurisdiction; Venue and Service.....	38
Section 10.07	Waiver of Jury Trial.....	39
Section 10.08	Counterparts; Facsimile Signatures	39
Section 10.09	Headings	39
Section 10.10	Compliance with Law	39
Section 10.11	Right to Specific Performance	39
Section 10.12	No Third Party Beneficiaries	40
Section 10.13	Timing.....	40
Section 10.14	Survival.....	40
Section 10.15	Termination.....	40

ATTACHMENTS

ATTACHMENT A	LOAN SCHEDULE
ATTACHMENT B	AFFIDAVIT AND ASSIGNMENT OF CLAIM
ATTACHMENT C	ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS
ATTACHMENT D	ASSIGNMENT AND LOST INSTRUMENT AFFIDAVIT
ATTACHMENT E	BILL OF SALE
ATTACHMENT F	LIMITED POWER OF ATTORNEY
ATTACHMENT G	SHARED-LOSS AGREEMENT
ATTACHMENT H	TERM SHEET FOR PARTICIPATION INTERESTS IN UNFUNDED HELOC COMMITMENTS

SCHEDULES

SCHEDULE 1.01(a)	UNFUNDED HELOC COMMITMENTS
SCHEDULE 2.01(a)	LSBO SERVICING AGREEMENTS
SCHEDULE 2.01(c)	ASSUMED LITIGATION
SCHEDULE 2.02	CATEGORIES AND APPLICABLE PERCENTAGES WITH RESPECT TO LOANS
SCHEDULE 6.09(b)	LOANS MODIFIED OR CANDIDATES FOR MODIFICATION

LOAN SALE AGREEMENT

THIS LOAN SALE AGREEMENT (as the same shall be amended or supplemented, this "**Agreement**") is made and entered into as of the 19th day of March, 2009 by and between THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB (the "**Seller**") and ONEWEST BANK, FSB (the "**Purchaser**").

RECITALS

WHEREAS, on July 11, 2008, the FDIC (as defined below) was appointed Receiver for IndyMac Bank, FSB (the "**Failed Thrift**") and certain assets and obligations of the Failed Thrift were transferred to a newly-formed thrift, IndyMac Federal Bank, FSB ("**IndyMac Federal**"), for which the FDIC was appointed Conservator (the "**Conservator**"), and, on the date hereof, the FDIC was appointed Receiver for IndyMac Federal (the "**Receiver**");

WHEREAS, under the Federal Deposit Insurance Act, as amended, the FDIC is authorized to sell or otherwise dispose of the assets of thrift institutions for which it serves as conservator or receiver;

WHEREAS, the Seller owns the Loans (as defined below) described on the Loan Schedule (as defined below) attached hereto as Attachment A;

WHEREAS, IMB HoldCo LLC ("**HoldCo**") has agreed to purchase the Assets (as defined below) and assume certain specified liabilities of IndyMac Federal on the terms and subject to the conditions set forth herein and in the Master Purchase Agreement (as defined below);

WHEREAS, in order to facilitate the transactions provided for herein, HoldCo formed the Purchaser as a federally-chartered, insured savings association, all of the stock of which will be acquired by OneWest Bank Group LLC ("**OneWest Bank Group**"), a newly-formed direct wholly-owned subsidiary of HoldCo; and

WHEREAS, the parties desire to memorialize their agreements relating to the transactions described above and certain other matters as set forth in this Agreement and the Master Purchase Agreement.

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

ARTICLE I

DEFINITIONS AND CONSTRUCTION

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

“**Accounting Records**” means the general ledger, supporting subsidiary ledgers and schedules, and loan servicing system records of the Seller.

“**Adjustment Date**” means, as to each Loan, the date on which the Mortgage Interest Rate is adjusted in accordance with the terms of the related Note and Mortgage.

“**Advances**” means the sum of all unreimbursed amounts advanced by or on behalf of the Failed Thrift, the Seller (or its predecessors-in-interest) or the Purchaser for the benefit of a Borrower or a third party to meet required scheduled payments or to protect or preserve the Collateral or the priority of the Noteholder’s Liens and security interests created by the Loan Documents relating thereto, including ad valorem taxes and insurance premiums (including hazard and other forced placed insurance premiums) as permitted by the terms of any Loan, but does not include Corporate Advances, Disbursements of Principal or Unfunded HELOC Commitments.

“**Affidavit and Assignment of Claim**” means an Affidavit and Assignment of Claim in the form of Attachment B to this Agreement.

“**Affiliate**” means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, the term “**control**” (including the phrases “**controlled by**” and “**under common control with**”) when used with respect to any specified Persons 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.

“**Agreement**” has the meaning given in the preamble, and shall include all exhibits, schedules and attachments hereto.

“**Ancillary Documents**” means the Master Purchase Agreement, the Bill of Sale, the Assignment and Assumption of Interests and Obligations, the Guaranty, the Shared-Loss Agreement and any and all other agreements and instruments that may be executed and delivered by the parties in connection with the transactions contemplated by this Agreement, and upon execution thereof, the definitive agreements executed pursuant to the Term Sheet for Participation Interests in Unfunded HELOC Commitments attached hereto as Attachment H.

“**Asset-Level Statements**” has the meaning given in Section 6.01(b).

“**Assets**” has the meaning given in Section 2.01(a).

“**Assignment and Assumption of Interests and Obligations**” means an Assignment and Assumption of Interests and Obligations in the form of Attachment C to this Agreement.

“**Assignment and Lost Instrument Affidavit**” means an Assignment and Lost Instrument Affidavit in the form of Attachment D to this Agreement.

“**Assumed FHLB Financing Balance**” means the balance of principal, interest, and other fees owed, as of the Closing Date, under any obligation of the Seller for borrowed money

owed to the Federal Home Loan Bank of San Francisco assumed by the Purchaser pursuant to the Master Purchase Agreement.

“**Assumed Liabilities**” has the meaning given in Section 2.01(c).

“**Bankruptcy Rule**” means the rules set forth under the Federal Rules of Bankruptcy Procedure, as the same may be amended from time to time.

“**Bill of Sale**” means a Bill of Sale in the form of Attachment E to this Agreement.

“**Borrower**” means any borrower or other obligor with respect to any Loan, including any guarantor or surety or any other Person liable for all or any portion of the Loan or the performance of any obligations associated with any Loan.

“**Business Day**” means any day except a Saturday, Sunday or other day on which federal savings banks in California, New York or Washington, D.C. or United States federal government offices are required or authorized by Law to close.

“**Charged-Off Loan**” has the meaning given in the Shared-Loss Agreement.

“**Claims Termination Date**” means the first Business Day after the second anniversary of the Closing Date.

“**Closing**” has the meaning given in Section 2.05.

“**Closing Adjustment Documents**” has the meaning given in Section 2.07.

“**Closing Date**” means the date on which the Closing occurs.

“**Collateral**” means any and all real or personal property, whether tangible or intangible, securing or pledged to secure or collateralize a Loan, including any account, inventory, property of any kind (including equipment and other physical assets), guarantee or contract right, or other interest that is pledged pursuant to or otherwise subject to any Collateral Document (but does not include any property which had been foreclosed upon or repossessed on or prior to the Closing Date and with respect to which the Redemption Period, if any, had expired on or before the Closing Date).

“**Collateral Document**” means any pledge agreement, security agreement, personal or corporate guaranty, deed of trust, deed, mortgage, contract for the sale of real property, assignment, collateral agreement or other agreement or document of any kind, whether an original or a copy, whether similar to or different from those enumerated, securing in any manner the performance or payment by any Borrower of its obligations or the obligations of any other Borrower under any of the Loans or the Notes evidencing the Loans (but does not include any such agreement, instrument or other document insofar as the Collateral encumbered thereby had been foreclosed upon or repossessed on or prior to the Closing Date and with respect to which the Redemption Period, if any, had expired on or before the Closing Date).

“**Conservator**” has the meaning given in the preamble.

“**Contract for Deed**” means an executory contract with a third party to convey real property, including any installment land contract.

“**Corporate Advances**” means any amounts advanced for the payment of appraisal fees, broker price opinion fees, attorneys’ fees or associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties incurred as a result of the Failed Thrift’s or the Seller’s (or its predecessors-in-interest’s) late payment of taxes, title policies or lien search fees.

“**Custodial Account**” means an account maintained by the Seller or its agent for the deposit of principal and interest payments received in respect of one or more Loans.

“**Defect**” means the failure of any Asset-Level Statement to be true as of the Closing Date.

“**Defective Loan**” has the meaning given in Section 7.01.

“**Defect Notice**” has the meaning given in Section 7.03.

“**Deficiency Balance**” means the remaining unpaid principal balance of any Note purchased hereunder after crediting to it the proceeds of a foreclosure sale.

“**Disbursements of Principal**” means incremental funding of loan proceeds under a Note such as in the case of a revolving credit loan or a construction loan.

“**Escrow Account**” means an account maintained by the Seller or its agent for the deposit of Escrow Payments received in respect of one or more Loans.

“**Escrow Payments**” means the amounts constituting 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 which have been escrowed by the Borrower with the Seller or its agent pursuant to any Loan.

“**Excluded Assets**” has the meaning given in the Master Purchase Agreement.

“**Excluded Liabilities**” means, collectively, all liabilities of the Seller other than the Assumed Liabilities.

“**Excluded Losses**” means any consequential, special or indirect damages, lost profits, lost investment or business opportunity, interest, damages to reputation, punitive damages, exemplary damages, treble damages, nominal damages and operating losses.

“**Failed Thrift**” has the meaning given in the recitals.

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

“**Foreign Jurisdiction**” means any jurisdiction, other than the United States, and any subdivision of or in such other jurisdiction.

“**Foreign Loan**” means a Loan with respect to which any of the Collateral is located in any Foreign Jurisdiction.

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

“**Gross Margin**” means, with respect to each Loan, the fixed percentage amount set forth in the related Note which is added to the Index in order to determine the related Mortgage Interest Rate, as set forth in the Loan Schedule.

“**Group 5 Closing Payment**” has the meaning given in Section 2.03.

“**Group 5 Final Payment**” has the meaning given in Section 2.08.

“**Group 5 Final Purchase Price**” has the meaning given in Section 2.02.

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

“**Guaranty**” means the Guaranty Agreement, dated as of March 18, 2009, by and among the FDIC, in its corporate capacity, HoldCo and each other Beneficiary (as defined therein) that executes a joinder thereto.

“**Guidelines**” means the Statement on Loss Mitigation Strategies for Servicers of Residential Mortgages (September 2007), issued by the federal financial institutions regulatory agencies and the Conference of State Bank Supervisors, the Statement on Working with Mortgage Borrowers (April 2007), issued by the federal financial institutions regulatory agencies, the Home Equity Line of Credit Account Management Guidance (August 2008), issued by the Office of Thrift Supervision, and the FDIC’s Loan Modification Program, each as may be amended or supplemented from time to time.

“**HELOC**” means home equity line of credit.

“**HoldCo**” has the meaning given in the recitals.

“**Index**” means, with respect to any Loan, the index set forth in the related Note for the purpose of calculating interest therein.

“**IndyMac Federal**” has the meaning given in the recitals.

“**Initial Calculation Date**” means the close of business on January 31, 2009.

“**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, pledge, security interest, equity interest, participation interest, lien or other charge or encumbrance, including the lien or retained security title of a conditional vendor, upon or with respect to any property or assets.

“**Limited Power of Attorney**” means a Limited Power of Attorney in the form of Attachment F to this Agreement.

“**Loan**” means any loan listed on the Loan Schedule and any loan into which any loan listed on the Loan Schedule is refinanced, and includes with respect to each such loan: (i) any obligation evidenced by a Note; (ii) all rights, powers or Liens of the Seller in or under the Collateral Documents; (iii) any Contract for Deed and the real property which is subject to any such Contract for Deed; and (iv) any lease and the related leased property.

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

“**Loan File**” means all documents pertaining to any Loan, either copies or originals, that are in the possession of the Seller or any of its employees or contractors responsible for the servicing of the Loan, other than (i) the original Note, renewals of the Note and Collateral Documents and (ii) confidential or privileged communications between the Seller (or any predecessor-in-interest, including the Failed Thrift) and its legal counsel; provided, however, that the Loan Files do not include files maintained by other employees or agents of the Seller, or attorney-client or work product privileged materials held by the Seller’s legal counsel, unless in the opinion of such counsel, the disclosure of the material is not likely to result in the waiver of the attorney-client or work product privilege.

“**Loan Schedule**” means the schedule of Loans attached as Attachment A (and delivered in electronic format to the Purchaser), which shall be updated as of the Closing Date pursuant to Section 2.07. The Loan Schedule shall contain the following fields of information:

- (1) the Loan number;
- (2) the address, city, state and zip code of the Mortgaged Property;
- (3) the current Mortgage Interest Rate;
- (4) the current Monthly Payment;
- (5) the original term to maturity;
- (6) the scheduled maturity date;
- (7) the unpaid principal balance of the Loan;

- (8) the Gross Margin, if applicable;
- (9) the next Adjustment Date, if applicable; and
- (10) the paid through date or due date.

The Loan Schedule shall identify for each Loan whether it is an LSBO or a Servicing-Released Loan. The Loan Schedule shall also categorize each Loan into one of the following nine groups: (i) Current/Non-HELOC Loan Held for Sale; (ii) Current/Non-HELOC Loan Held for Investment; (iii) Current/HELOC Held for Investment; (iv) 30-59 Days Delinquent/Non-HELOC Loan Held for Sale; (v) 30-59 Days Delinquent/Non-HELOC Loan Held for Investment; (vi) 30-59 Days Delinquent/HELOC Held for Investment; (vii) 60+ Days Delinquent/Non-HELOC Loan Held for Sale; (viii) 60+ Days Delinquent/Non-HELOC Loan Held for Investment; (ix) 60+ Days Delinquent/HELOC Held for Investment; or otherwise identify the group to which each Loan belongs.

“**Losses**” means actual losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and litigation and similar costs, and other out-of-pocket expenses incurred in investigating, defending, asserting or preparing the defense or assertion of any of the foregoing), deficiencies, claims, interest, awards, judgments, penalties and fines, provided, that, unless expressly stated otherwise herein, Losses shall not include Excluded Losses.

“**LSBOs**” means all Loans serviced by a third party which will be transferred and conveyed to the Purchaser pursuant to Section 2.01(a) with the servicing retained by such third party, and which are identified on the Loan Schedule as LSBOs.

“**LSBO Servicing Agreements**” has the meaning given in Section 2.01(a)(iii).

“**Master Purchase Agreement**” means the Master Purchase Agreement, dated as of March 18, 2009, by and among the Conservator (and, on the date hereof, following the appointment of the FDIC as receiver for IndyMac Federal, the Receiver by joinder as of the date hereof), IMB HoldCo LLC, OneWest Bank Group and the Purchaser (by joinder as of the date hereof).

“**MERS**” means Mortgage Electronic Registration Systems, Incorporated.

“**MERS Registered Mortgages**” has the meaning given in Section 3.02.

“**MERS® System**” means the MERSCORP, Inc. mortgage electronic registry system.

“**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 Payment**” means, with respect to any Loan, the scheduled monthly payment of principal and interest on such Loan which is payable by the related Borrower from time to time under the related Note.

“**Mortgage**” means, with respect to a Loan, a mortgage, deed of trust or other security instrument creating a Lien upon real property and any other property described therein which secures a Note, together with any assignment, reinstatement, extension, endorsement or Modification of any thereof.

“**Mortgage Interest Rate**” means, with respect to each fixed rate Loan, the fixed annual rate of interest provided for in the related Note and, with respect to each adjustable rate Loan, the annual rate at which interest accrues and adjusts in accordance with the provisions of the related Note.

“**Mortgaged Property**” means the real property Collateral, including land, fixtures and improvements, if any, securing the repayment of any Loan.

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

“**Noteholder**” means a holder of a Note.

“**Obligations**” means all obligations and commitments of the Seller relating to a Loan and arising or due and payable after the Closing Date under and in accordance with any of the related Notes, Collateral Documents, Loan Documents or Related Agreements, including any obligations to make Advances or Disbursements of Principal with respect to any Loan.

“**OneWest Bank Group**” has the meaning given in the recitals.

“**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.

“**Predatory Lending Defect**” has the meaning given in [Section 7.07](#).

“**Program**” means any of the following mortgage loan modification programs: (a) for modifications currently in process or initiated within the first ninety (90) days following the signing of this Agreement, the modification program previously approved by the Board of Directors of IndyMac Federal Bank, FSB in Conservatorship; (b) the FDIC’s Mortgage Loan Modification Program, a copy of which is attached as an exhibit to the Shared Loss Agreement; and (c) any other modifications either to an individual or to a group of borrowers, with prior written consent of the FDIC.

“**Purchaser**” has the meaning given in the preamble.

“**Receiver**” means the FDIC as receiver for IndyMac Federal.

“**Redemption Period**” means the statutory time period, if any, during which a foreclosed owner may buy back foreclosed real property from the foreclosure sale purchaser under the Law

of the jurisdiction in which the property is located, which period (if the jurisdiction provides for the same) may vary among the jurisdictions which do provide for a Redemption Period.

“Related Agreement” means (i) any agreement, document or instrument (other than the Note, the Collateral Documents and the Loan Documents) relating to or evidencing any obligation to pay or securing any Loan (including any equipment lease, letter of credit, bankers’ acceptance, draft, system confirmation of transaction, loan history, affidavit, general collection information, and correspondence and comments relating to any obligation), (ii) any 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 Loan, (iii) any collection, contingency fee, and tax and other service agreements that are specific to the Loans (or any of them), and (iv) any obligations under contracts of insurance or guaranty with respect to any Loans that are insured or guaranteed by any Governmental Authority. Related Agreements shall not include any performance or completion bond or letter of credit or other assurance filed with any Governmental Authority for the purpose of ensuring that improvements constructed or to be constructed are completed in accordance with any governmental regulations or building requirements applicable to the proposed or completed improvement. The term Related Agreement does not include any loan servicing agreement that exists between the Seller or the Failed Thrift and any other Person.

“Related Party” means any Person related to the Borrower 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.

“Released Parties” has the meaning given in Section 5.16(b).

“Remedy” has the meaning given in Section 7.01.

“Repurchase Price” means, with respect to any Loan, an amount equal to the sum of (i) the unpaid principal balance of such Loan as shown on the Loan Schedule, as updated as of the Closing Date, multiplied by the applicable percentage for the category shown on Schedule 2.02 to which such Loan belongs, less prorated amounts owed by the Seller with respect to such Loan through and including the Closing Date as determined pursuant to Section 2.04, plus accrued interest for Loans that are less than thirty (30) days past due, minus (ii) the total of principal, interest, and fees collected in respect of such Loan after the Closing Date, plus (iii) an amount equal to the sum of Corporate Advances outstanding and the negative escrow balance existing at the time of repurchase of such Loan, if any, less (iv) an amount equal to the positive escrow balance existing at the time of repurchase of such Loan, if any.

“RESPA” means the Real Estate Settlement Procedures Act of 1974, as amended, and all rules and regulations promulgated thereunder.

“Seller” has the meaning given in the preamble.

“Servicing-Released Loans” means all Loans other than LSBOs.

“Shared-Loss Agreement” means the Shared-Loss Agreement attached as Attachment G, dated as of the date hereof, by and between the Receiver and the Purchaser.

“Tax” or **“Taxes”** means all income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, withholding, severance, occupation, social security, unemployment compensation, alternative minimum, value added, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, fines, additions to tax or additional amounts imposed by any Governmental Authority with respect thereto.

“Then-Current Interest Rate” has the meaning given in the Shared-Loss Agreement.

“Transfer Documents” means the endorsements and allonges to Notes, Assignment and Lost Instrument Affidavits (if applicable), assignments, deeds and other documents of assignment, conveyance or transfer required under any applicable Law to evidence the sale and transfer to the Purchaser of the Assets hereunder or the assignment and assumption of the Assumed Liabilities hereunder. Transfer Documents do not include this Agreement, the Bill of Sale or the Assignment and Assumption of Interests and Obligations.

“Unfunded HELOC Commitment” means the obligation pursuant to a HELOC to pay an amount equal to the difference between the maximum outstanding principal balance permitted under the HELOC and the actual outstanding principal balance of such HELOC, each measured as of the Closing Date, which amount once paid will constitute all or a portion of the unpaid principal balance of such HELOC. The Unfunded HELOC Commitment for each HELOC is listed on Schedule 1.01(a).

“Uniform Commercial Code” means the Uniform Commercial Code in effect in the applicable jurisdiction, as the same may be amended from time to time.

Section 1.02 Construction. This Agreement shall be construed and interpreted in accordance with the following:

(a) References to “Affiliates” include only other Persons which from time to time constitute “Affiliates” of such specified Person, and do not include, at any particular time, other Persons that may have been, but at such time have ceased to be, “Affiliates” of such specified Person, except to the extent that any such reference specifically provides otherwise.

(b) The term “or” is not exclusive.

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

(d) Accounting terms shall have the meanings assigned to them by GAAP applied on a consistent basis by the accounting entity to which they refer.

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

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

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

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

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

ARTICLE II

PURCHASE AND SALE OF LOANS

Section 2.01 Terms and Conditions of Sale.

(a) Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and in the Ancillary Documents, the Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and assumes from the Seller, without representation or warranty, express or implied, except as set forth in this Agreement and the Master Purchase Agreement, all of the Seller’s rights, title and interests in, to and under the Assets (other than the Excluded Assets). “Assets” means the following assets, whether owned, leased, licensed or otherwise contracted by, or otherwise available to, the Seller, and no others (except that, as set forth below, the schedules described in this Section 2.01 shall be updated as of the Closing Date and assets included in such updated schedules shall constitute Assets):

(i) all of the Seller’s rights, title and interests in, to and under the Loans (including all Notes, the other Loan Documents and Related Agreements) identified on the Loan Schedule attached hereto as Attachment A, endorsed without recourse, on a servicing-released basis;

(ii) all of the Seller’s rights in, to and under the Collateral pursuant to the Collateral Documents;

(iii) all rights of and benefits accruing to the Seller under the servicing agreements listed on Schedule 2.01(a) (the “LSBO Servicing Agreements”) pursuant to which the LSBOs are being serviced by third parties, including all rights to assert claims and to take other rightful actions in respect of breaches, defaults and other violations of such LSBO Servicing Agreements;

(iv) 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 Seller with respect to the Assets 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 Seller pursuant to Section 2.14; and

(v) all guaranties, warranties, indemnities and similar rights in favor of the Seller with respect to any of the Assets.

To the extent that any party discovers, within 180 days following the Closing Date, that there were assets of the Seller that all parties hereto intended to be transferred in connection with the purchase and assumption contemplated in this Agreement, but that were omitted from the schedules to this Agreement, the Seller shall or shall cause its Affiliates promptly to assign and transfer to the Purchaser all right, title and interest in such asset.

Each schedule referenced above shall be updated as of the Closing Date and delivered to the Purchaser in accordance with Section 2.07.

(b) Excluded Assets. The Assets shall not include, and the Purchaser shall not purchase or otherwise acquire, the Excluded Assets.

(c) Assumption of Liabilities. On the terms and subject to the conditions contained herein and in the Ancillary Documents, and effective as of the Closing Date, (including the retention of all rights and remedies under Article XVII of the Master Purchase Agreement and under Articles VI and VII hereto), the Purchaser shall assume and agree to pay, perform and discharge in accordance with their terms all of the following obligations, debts and liabilities of the Seller and no others (collectively, the "Assumed Liabilities"):

(i) the Obligations, including the Unfunded HELOC Commitments;

(ii) all obligations of the Seller under LSBO Servicing Agreements from and after the Closing Date; and

(iii) all obligations of the Seller with respect to (i) the lawsuits, judgments, claims and demands listed on Schedule 2.01(c), and (ii) any additional lawsuit, judgment, claim or demand involving foreclosures, bankruptcies, liens, title disputes, property condition, forfeiture, partition, easement, condemnation and eminent domain, probate, tax sale, mechanic's liens and stop notice claims with respect to any of the Assets, but only to the extent any such additional lawsuit, judgment, claim or demand is comparable in nature, scope and substance to those listed on Schedule 2.01(c), as determined by the Seller in its reasonable judgment (as evidenced by written notice thereof given to the Purchaser), if such determination is made (and such notice is provided) within sixty (60) days after the Closing Date, or by the mutual agreement of the Purchaser and the Seller, if such determination is after such sixty (60)-day period.

(d) Excluded Liabilities. Notwithstanding anything to the contrary in this Section 2.01, it is understood and agreed that the Seller shall not assign and the Purchaser shall

not, pursuant to this Agreement, assume or be liable for any Excluded Liabilities that the Seller has or may have now or in the future, including the following:

(i) any liabilities and obligations with respect to any claims expressly retained by the Seller pursuant to Section 2.14;

(ii) any liabilities or obligations of the Seller arising under this Agreement or any of the Ancillary Documents;

(iii) any legal and accounting fees and expenses incurred by the Seller in connection with the consummation of the transactions contemplated by this Agreement, except as provided in the Master Purchase Agreement;

(iv) any indebtedness of the Seller for borrowed money;

(v) any liability or indebtedness of the Seller for contingent liabilities or liabilities in respect of any injury to any Person or property;

(vi) any liabilities or obligations of the Seller attributable to an act, omission or circumstances that occurred or existed prior to the Closing Date, other than the Assumed Liabilities;

(vii) all liabilities and obligations arising out of or with respect to the Excluded Assets;

(viii) all obligations of the Seller with respect to any lawsuits, judgments, claims or demands of any nature existing on or prior to the Closing Date that are not listed on Schedule 2.01(c) or otherwise described in Section 2.01(c)(iii);

(ix) any claim against or liability of the FDIC in its capacity as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal that, under and in accordance with applicable Law, was, is or will be subject to the receivership administrative claims processes administered by the FDIC in its capacity as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal pursuant to 12 U.S.C. §1821(d)(3) through (13), including claims and liabilities that are affirmative or defensive, now existing or arising in the future, contingent or fixed, monetary or non-monetary, equitable or legal, or declarative or injunctive; and

(x) any claim against or liability based on any alleged act or omission of IndyMac Bank, FSB or IndyMac Federal which is not provable or allowable, or is otherwise barred against the FDIC as receiver for IndyMac Bank, FSB or the FDIC as receiver for IndyMac Federal, under applicable Law, including claims and liabilities that are barred under 12 U.S.C. §§1821(c), (d), (e) (including §1821(e)(3)), (i), or (j); 12 U.S.C. §1822; 12 U.S.C. §1823; or 12 U.S.C. §1825.

(e) Loans Subject to Shared-Loss Agreement. The Seller and the Purchaser agree that the Loans sold and purchased hereunder shall be subject to the terms of the Shared-Loss Agreement.

Section 2.02 Purchase Price. Subject to the terms and conditions of this Agreement and the Master Purchase Agreement, the Purchaser shall pay to the Seller, in accordance with the procedures set forth in this Agreement and the Master Purchase Agreement, an aggregate purchase price for the Assets in an amount equal to the sum of each product obtained by multiplying (x) the unpaid principal balance of each Loan, as shown on the Loan Schedule as updated as of the Closing Date, by (y) the applicable percentage for the category set forth on Schedule 2.02 to which such Loan belongs, *plus* accrued interest from the paid-to date up to but not including the Closing Date for Loans that are less than thirty (30) days past due (such sum, the “**Group 5 Final Purchase Price**”).

Section 2.03 Closing Payment. On the Closing Date, the Purchaser shall pay to the Seller in accordance with the Master Purchase Agreement an amount equal to the balance of (i) the Group 5 Final Purchase Price, calculated using, when applicable, balances as of the Initial Calculation Date rather than the Closing Date, *less* (ii) prorated amounts owed by the Seller through and including the Closing Date which are calculable as of the Closing Date, as determined pursuant to Section 2.04, *plus* (iii) to the extent not otherwise covered, an amount equal to any negative escrow balance (expressed as a negative number), to the extent such negative escrow balance exists after netting negative escrow balances with positive escrow balances in accordance with Section 5.09 of this Agreement (collectively, the “**Group 5 Closing Payment**”). The Seller shall also provide to the Purchaser reasonable supporting information and documentation that is relied upon in connection with such calculation.

Section 2.04 Prorations. All payments under or pursuant to any LSBO Servicing Agreement assigned to the Purchaser under this Agreement and any real and personal property Taxes related to the Assets, whether or not payable after the Closing Date, shall be prorated between the Purchaser and the Seller, as the case may be, on the basis of a 365 day year and the number of days elapsed and days remaining in the applicable period through the end of the Closing Date. All amounts prorated pursuant to this Section 2.04 will be taken into account in connection with the adjustments provided in Section 2.07.

Section 2.05 Closing. The closing of the sale provided for in this Agreement, herein referred to as the “**Closing**”, shall take place pursuant to the procedures and subject to the conditions set forth in this Agreement and the Master Purchase Agreement.

Section 2.06 Closing Procedure. At the Closing, subject to and upon the terms and conditions of this Agreement and the Master Purchase Agreement:

- (a) the Purchaser shall deliver to the Seller the certificates, instruments and documents referred to in Section 2.15(a);
- (b) the Seller shall deliver to the Purchaser the certificates, instruments and documents referred to in Section 2.15(b); and
- (c) the Purchaser shall deliver to the Seller the Group 5 Closing Payment.

Section 2.07 Closing Adjustment Documents. Within sixty (60) calendar days following the Closing Date, the Purchaser shall prepare and deliver to the Seller (i) Attachment A updated as of the Closing Date and prepared in accordance with the

Accounting Records and consistent with past practice (including the preparation of the Attachments attached hereto), and (ii) a schedule setting forth in reasonable detail the calculations contemplated by Section 2.08 (collectively, the “Closing Adjustment Documents”). The parties shall cooperate in the preparation of the Closing Adjustment Documents and such additional documents as may be necessary to calculate the Group 5 Final Payment. Without limiting the generality of the foregoing, to the extent necessary, the Purchaser shall provide the Seller and its designees with reasonable access to the Purchaser’s books, records, working papers, personnel and representatives which relate to the Assets and the Assumed Liabilities.

Section 2.08 Calculation of Adjustments. The Closing Adjustment Documents shall set forth the Purchaser’s calculation of (a) the Group 5 Final Purchase Price in accordance with Sections 2.02 and 2.03 and (b) a payment amount (such amount, the “Group 5 Final Payment”) which shall be the sum of the following: (i) the Group 5 Final Purchase Price, *less* (ii) prorated amounts owed by the Seller through and including the Closing Date, as determined pursuant to Section 2.04, *plus* (iii) to the extent not otherwise covered, an amount equal to any negative escrow balance (expressed as a negative number), to the extent such negative escrow balance exists after netting negative escrow balances with positive escrow balances in accordance with Section 5.09 of this Agreement. The Closing Adjustment Documents shall be reviewed, and any Disagreements related thereto resolved, in accordance with the Master Purchase Agreement.

Section 2.09 Final Settlement. Final settlement of the Group 5 Final Purchase Price shall be made in accordance with the Master Purchase Agreement.

Section 2.10 Offsets Against Deposits. With respect to any Loan, the Seller reserves the right to permit or require offsets against deposit accounts of the Failed Thrift. If allowed by the Seller, such offsets will be retroactive to July 11, 2008. At such time as an offset is effected, the Seller will give notice of such to the Purchaser and pay the Purchaser the amount of the offset on a dollar-for-dollar basis, and the Purchaser shall credit such amount to the Loan according to the terms and conditions of the applicable Note as of July 11, 2008.

Section 2.11 Allocation of Payments. All payments and other amounts received on account of any of the Loans on or before the Closing Date shall belong to the Seller (except with respect to payments on any Loan that has been paid in advance, which shall belong to the Purchaser to the extent that any such prepayments are not reflected in the unpaid principal balance of such Loan as of the Closing Date). All payments and other amounts received on account of any of the Loans after the Closing Date shall belong to the Purchaser.

Section 2.12 Rebates and Refunds. The Purchaser is not entitled to any rebates or refunds from the Seller from any pre-computed interest Loan regardless of when the Note matures. Further, on pre-computed interest Loans, the Seller will not refund any unearned discount amounts to the Purchaser.

Section 2.13 Interest Conveyed. In the event a foreclosure with respect to any Loan occurs after the Closing Date, or occurred on or before the Closing Date but the Redemption Period had not expired on or before the Closing Date, the Seller shall convey to the Purchaser the Deficiency Balance, if any, together with the net proceeds, if any, of such foreclosure sale. If the

Seller was the purchaser at such foreclosure sale, the Seller shall convey to the Purchaser the Deficiency Balance, if any, together with a special warranty deed to the property purchased at such foreclosure sale.

Section 2.14 Retained Claims and Release. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser and the Seller hereby agree that the sale and transfer of the Loans pursuant to this Agreement will exclude the transfer to the Purchaser of all right, title and interest of the Seller in and to any and all claims of any nature whatsoever that might now exist or hereafter arise, whether known or unknown, that the Seller has or might have against any of the following: (a) officers, directors, employees, insiders, accountants, attorneys, other Persons employed by the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest, underwriters or any other similar Persons who have caused a loss to the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest in connection with the origination, servicing or administration of a Loan, (b) any appraisers, accountants, auditors, attorneys, investment bankers or brokers, loan brokers, deposit brokers, securities dealers or other Persons who performed services for the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest relative to a Loan, (c) any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of a Loan or (d) any appraiser or other Person with whom the Seller, IndyMac Federal or the Failed Thrift or any of their predecessors-in-interest or any servicing agent contracted for services or title insurance in connection with the making, insuring or servicing of a Loan.

Section 2.15 Delivery of Closing Documents.

(a) In addition to any other documents to be delivered under other provisions of this Agreement or the Master Purchase Agreement, the Purchaser shall deliver and release, subject to and in accordance with this Section 2.15(a), to the Seller the following on or prior to the Closing:

- (i) the Group 5 Closing Payment in accordance with the Master Purchase Agreement;
- (ii) four originals of the Assignment and Assumption of Interests and Obligations executed by the Purchaser;
- (iii) four originals of this Agreement executed by the Purchaser; and
- (iv) four originals of the Shared-Loss Agreement executed by the Purchaser.

(b) In addition to any other documents to be delivered under other provisions of this Agreement or the Master Purchase Agreement, the Seller shall deliver and release, subject to and in accordance with this Section 2.15(b), to the Purchaser the following on or prior to the Closing:

- (i) an original of the Bill of Sale executed by the Seller;

- (ii) four originals of the Assignment and Assumption of Interests and Obligations executed by the Seller;
- (iii) four originals of this Agreement executed by the Seller;
- (iv) four originals of the Shared-Loss Agreement executed by the Seller; and
- (v) one original Limited Power of Attorney granted by the Seller pursuant to Section 3.04 below.

ARTICLE III

TRANSFER OF LOANS, COLLATERAL DOCUMENTS AND SERVICING

Section 3.01 Transfer of Documents. The Seller and the Purchaser shall cooperate with each other in the physical or other transfer to the Purchaser or the custodian or other designee on the Closing Date of the Notes, the Loan Files, the Loan Documents, the Collateral Documents and the Related Agreements.

Section 3.02 MERS Mortgage Loans. If any of the Mortgages are registered on the MERS® System (the "**MERS Registered Mortgages**"), the Purchaser shall cause the MERS Registered Mortgages to be transferred on the MERS® System on or within a reasonable time after the Closing Date. The costs imposed by MERS with respect to the transfer of the MERS Registered Mortgages shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

Section 3.03 Forwarding Post-Closing Date Items. With respect to any checks or other funds in respect of any Loan which are received by the Seller within thirty (30) calendar days after the Closing Date, the Seller shall, to the extent no Limited Power of Attorney is granted to the Purchaser in accordance with Section 3.04(a), promptly endorse without recourse and send the same to the Purchaser via overnight mail. Any checks or other funds in respect of any Loan which are received by the Seller after such thirty (30) day period shall be endorsed without recourse by the Seller to the Purchaser and sent by first class mail to the Purchaser promptly after receipt. Except as otherwise provided herein, the Seller shall promptly forward to the Purchaser all correspondence, Tax bills or any other correspondence or documentation related to any of the Loans or the other Assets which is received by the Seller after the Closing Date.

Section 3.04 Delivery of Loans.

(a) The Seller will grant a Limited Power of Attorney to the Purchaser in the form attached hereto as Attachment F. The Purchaser will prepare and execute on behalf of the Seller, within a reasonable time after the Closing Date, all Transfer Documents not delivered by the Seller to the Purchaser at Closing, and the Purchaser shall perform all acts required to be performed by the Seller pursuant to Section 3.03. The Seller shall cooperate with the Purchaser with respect to the Purchaser's obligation to prepare and record (if applicable) such Transfer Documents. All Transfer Documents prepared by the Purchaser shall be in appropriate form suitable for filing or recording (if applicable) in the relevant jurisdiction and otherwise subject to

the limitations set forth herein, and the Purchaser shall be solely responsible for the preparation, contents and form of such documents. The Purchaser hereby releases the Seller from any loss or damage incurred by the Purchaser due to the contents or form of any documents prepared pursuant to this Section 3.04 and shall indemnify and hold the Seller harmless from and against any claim, action or cause of action asserted by any Person, including the Purchaser, arising out of the contents or form of any Transfer Document, including any claim relating to the adequacy or inadequacy of any such document or instrument for the purposes thereof, and the use (or purported use) by the Purchaser of the Limited Power of Attorney in any way not expressly permitted by its terms. All expenses incurred by the Purchaser in compliance with this Section 3.04 shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

(b) The parties hereby agree that all Notes evidencing Loans shall be endorsed without recourse, and without representation or warranty by the Seller, express or implied, except (as to the Purchaser) as set forth in this Agreement. The form of any endorsement of Notes or allonge to the Notes is as follows:

Pay to the order of
OneWest Bank, FSB
Without Recourse

Federal Deposit Insurance Corporation as Receiver
for IndyMac Federal Bank, FSB

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

All other documents of assignment, conveyance or transfer shall contain the following sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in any capacity."

(c) As to Foreign Loans, the Purchaser must retain counsel licensed in the Foreign Jurisdictions involved with the Foreign Loans. Such foreign counsel shall draft the documents necessary to assign the Foreign Loans to the Purchaser. Documents presented to the Seller to assign Foreign Loans to the Purchaser must be accompanied by a letter on the foreign counsel's letterhead, signed by the foreign counsel preparing those documents, certifying that those documents conform to the Law of the Foreign Jurisdiction. Each such document shall be delivered to the Seller in the English language, provided, however, that any document required for its purposes to be executed by the Seller in a language other than the English language shall be delivered to the Seller in such language, accompanied by a translation thereof in the English language, certified as to its accuracy by an executive officer or general counsel of the Purchaser and, if such executive officer or general counsel shall not be fluently bilingual, by the translator thereof.

(d) Nothing contained herein or elsewhere in this Agreement shall require the Seller to make any agreement, representation or warranty or provide any indemnity in any

document or instrument or otherwise, nor is the Seller obligated to obtain any consents or approval to the sale or transfer of the Loans or the related servicing rights, if any, or the assumption by the Purchaser of the Assumed Liabilities.

Section 3.05 Recordation of Documents. The Purchaser shall promptly submit all Transfer Documents for recordation or filing in the appropriate land, chattel, Uniform Commercial Code, and other records of the appropriate county, state or other jurisdictions (including any Foreign Jurisdiction) to effect the transfer of the Assets to the Purchaser, and to render legal, valid and enforceable the obligations of the Borrowers to the Purchaser and the assumption by the Purchaser of Assumed Liabilities. The Purchaser shall be responsible for following up on the status of all Transfer Documents submitted for recordation.

Section 3.06 Additional Actions; Transaction Costs. The Seller shall, if such is affirmatively required under applicable Law, take such actions as are necessary to effect the purposes of this Article III. All Taxes, fees, costs and expenses incurred in connection therewith shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The representations and warranties made by the Purchaser to the Seller with respect to the transactions contemplated hereby are as set forth in the Master Purchase Agreement.

ARTICLE V

COVENANTS, DUTIES AND OBLIGATIONS

Section 5.01 Servicing of Loans. From and after the Closing Date, the Purchaser shall comply with all applicable Law with respect to the ownership and/or servicing of the Servicing-Released Loans, including (if applicable), the Fair Debt Collection Practices Act (15 U.S.C. § 1692 *et seq.*, as amended) and similar state Laws, and shall comply with all of the terms and conditions of the Guidelines, the Collateral Documents and any other instruments and documents governing or relating to the Servicing-Released Loans and/or the servicing rights and other rights thereunder.

Section 5.02 Collection Agency/Contingency Fee Agreements. Subject to Section 2.04, the Purchaser acknowledges and agrees that it accepts and acquires the Servicing-Released Loans subject to the agreements with collection agencies and contingency fee agreements with attorneys (all of which are listed on Schedule 4.01(f) of the Master Purchase Agreement) (in either case that are outstanding and in effect as of the Closing Date) that relate to any of the Servicing-Released Loans and are assignable, and assumes and agrees to fulfill all Obligations of the Seller thereunder. The Purchaser shall indemnify and hold the Seller harmless from and against any and all claims, demands, losses, damages, penalties, forfeitures or judgments made or rendered against the Seller or any legal fees or other costs, fees or expenses incurred by the Seller arising out of or based upon such agreements with collection agencies or contingency fee

agreements with attorneys, but only to the extent arising out of or based upon acts or events occurring after the Closing Date. The Purchaser shall notify the Seller within thirty (30) Business Days of notice or knowledge of any such claim or demand.

Section 5.03 Insured or Guaranteed Loans. If any of the Servicing-Released Loans are insured or guaranteed by any Governmental Authority, and such insurance or guaranty is not being specifically terminated by the Seller, the Purchaser acknowledges and agrees that such Servicing-Released Loans must be serviced by a servicer, lender or mortgagee approved by such Governmental Authority, if such approval is required. The Purchaser further acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes full responsibility for determining whether or not any such insurance or guarantees are in full force and effect on the Closing Date and, with respect to those Servicing-Released Loans with respect to which any such insurance or guarantee is in full force and effect on the Closing Date, the Purchaser acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes full responsibility for taking any and all actions as may be necessary to insure such insurance or guarantees remain in full force and effect. The Purchaser acknowledges and agrees that, upon assumption of the Assumed Liabilities with respect to the Servicing-Released Loans, it assumes and agrees to fulfill all of the Seller's or IndyMac Federal's obligations under the contracts of insurance or guaranty.

Section 5.04 Reporting to or for the Applicable Taxing Authorities. The Seller shall be responsible for submitting all Internal Revenue Service information returns related to the Loans for all applicable periods ending on or prior to December 31, 2008 (except with respect to those LSBOs for which the related servicer is obligated to submit such returns). The Purchaser shall be responsible for submitting all Internal Revenue Service information returns related to such Loans for all applicable periods commencing thereafter. Information returns include reports on Forms 1098 and 1099. The Purchaser shall be responsible for submitting all information returns required under applicable Law of any Foreign Jurisdiction, to the extent such are required to be filed by the Purchaser or the Seller under such Law, relating to such Loans, for the calendar or tax year beginning January 1, 2009 and thereafter. The Seller shall provide the Purchaser with any information that is required to comply with any of the Purchaser's Tax reporting responsibilities, including the responsibilities described herein; provided that, such information is in the possession of the Seller and not in the possession of the Purchaser, OneWest Bank Group or HoldCo.

Section 5.05 Loans in Litigation.

(a) With respect to any Loans that, as of the Closing Date, are subject to any pending litigation that is listed on Schedule 2.01(c) or of which the Purchaser has received written notice of from the Seller, the Purchaser shall notify the FDIC's Regional Counsel, 1601 Bryan Street, Dallas, Texas 75201, within thirty (30) Business Days after the Closing Date, or within thirty (30) Business Days after receiving such written notice, as the case may be, of the name of the attorney selected by the Purchaser to represent the Purchaser's interests in the litigation. The Purchaser shall, within thirty (30) Business Days after the Closing Date, or within thirty (30) Business Days after receiving the written notice described above, as the case may be, notify the clerk of the court or other appropriate official and all counsel of record that ownership

of the Loan was transferred from the Seller to the Purchaser. Subject to the provisions of Section 5.07, the Purchaser shall have its attorney file appropriate pleadings and other documents and instruments with the court or other appropriate body within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described above, as the case may be, substituting the Purchaser's attorney for the Seller's attorney, removing the Seller and IndyMac Federal (or its predecessor-in-interest) as a party to the litigation and substituting the Purchaser as the real party-in-interest. Except as otherwise provided in Section 5.05(b) (and the Purchaser's compliance with its obligations therein), in the event the Purchaser fails to comply with this Section 5.05(a) within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described above, as the case may be, the Seller may, at its option, dismiss with or without prejudice or withdraw from, any such pending litigation.

(b) If the Purchaser is unable, as a matter of applicable Law or due to the actions or inactions of third parties unrelated to the Purchaser and over whom the Purchaser has no control, to cause the Seller and IndyMac Federal (or its predecessors-in-interest) to be replaced by the Purchaser as party-in-interest in any pending litigation as required by Section 5.05(a), the Purchaser shall provide to the FDIC's Regional Counsel, at the address specified above, within thirty-five (35) Business Days after the Closing Date, or within thirty-five (35) Business Days after receiving the written notice described in Section 5.05(a), as the case may be, evidence to such effect, including reference to any applicable Law, and stating the reasons for such inability. In any such event, (i) the Purchaser shall cause its attorney to conduct such litigation at the Purchaser's sole cost and expense; (ii) the Purchaser shall cause the removal of the Seller and IndyMac Federal (or its predecessor-in-interest) and substitution of the Purchaser as party-in-interest in such litigation as soon as reasonably practicable; (iii) the Purchaser shall use commercially reasonable efforts to cause such litigation to be resolved by judgment or settlement in as reasonably efficient a manner as practical; (iv) the Seller shall cooperate with the Purchaser and the Purchaser's attorney as reasonably required to bring such litigation or any settlement relating thereto to a reasonable and prompt conclusion; and (v) no settlement shall be agreed upon by the Purchaser or its agents or counsel without the express prior written consent of the Seller, unless such settlement includes an irrevocable and complete waiver and release of any and all potential claims against the Seller and IndyMac Federal (or its predecessor-in-interest) in relation to such litigation or the subject Loans or obligations by any Person asserting any claim in the litigation and any Borrower, and any and all losses, liabilities, claims, causes of action, damages, demands, taxes, fees, costs and expenses relating thereto shall be paid by the Purchaser without recourse of any kind to the Seller or IndyMac Federal (or its predecessors-in-interest). The Purchaser shall provide to the Seller twenty (20) Business Days following the Closing Date a status report for each pending litigation regarding replacement by the Purchaser as the party-in-interest. The Purchaser shall pay all of the costs and expenses incurred by it in connection with the actions required to be taken by it pursuant to Section 5.05(a) and this Section 5.05(b), including all legal fees and expenses and court costs, and shall reimburse the Seller for all reasonable out-of-pocket costs, including all legal expenses, incurred by the Seller on or after the Closing Date with respect to any such litigation, including costs incurred in connection with the dismissal thereof or withdrawal therefrom.

(c) Notwithstanding the foregoing, the Purchaser shall retain all rights and remedies under Article XVII of the Master Purchase Agreement and under Article VI and Article VII hereto.

Section 5.06 Loans in Bankruptcy. In accordance with Bankruptcy Rules 3001 and 3002, the Purchaser shall take all actions necessary to file, within thirty (30) Business Days after the Closing Date, (i) proofs of claims in pending bankruptcy cases involving any Loans for which the Seller or IndyMac Federal (or its predecessors-in-interest) has not already filed a proof of claim, and (ii) all documents required by Bankruptcy Rule 3001 and to take all such similar actions as may be required in any relevant jurisdiction in any pending bankruptcy or insolvency case or proceeding in such jurisdiction involving any Loans in order to evidence and assert the Purchaser's rights. The Purchaser shall prepare and provide to the Seller, within thirty (30) Business Days after the Closing Date, an Affidavit and Assignment of Claim or any similar forms as may be required in any relevant Foreign Jurisdiction and shall be acceptable to the Seller, for each Loan where a Borrower under such Loan is in bankruptcy as of the Closing Date. The Purchaser hereby releases the Seller and IndyMac Federal (and its predecessors-in-interest) and the FDIC from any claim, demand, suit or cause of action the Purchaser may have as a result of any action or inaction on the part of the Seller or IndyMac Federal (or its predecessors-in-interest) or the FDIC with respect to such Loan, and the Purchaser further agrees to reimburse the Seller for any cost or expense incurred by the Seller as a result of the Purchaser's failure to file an Affidavit and Assignment of Claim or similar forms as required herein.

Section 5.07 Retained Claims. The provisions of Sections 5.05 and 5.06 are subject to the Seller's retention of claims pursuant to Section 2.14 of this Agreement, including any such claims as may have been asserted in litigation pending as of the Closing Date. If the Seller determines to pursue any claim retained pursuant to Section 2.14, then, at the Seller's discretion, litigation involving any such claims shall be bifurcated, with the Seller remaining the real party-in-interest and retaining control over (and being responsible for pursuing and bearing the related costs to pursue) claims retained by it pursuant to Section 2.14 and with the Purchaser substituting itself as the real party-in-interest and taking control of (and being responsible for pursuing and bearing the cost of pursuing) the remaining claims in litigation.

Section 5.08 Loan Related Insurance. As of the Closing Date, the Purchaser is responsible for having itself substituted as loss payee on all Loan-related insurance with respect to which the Failed Thrift or the Seller is currently identified as a loss payee. As between the Purchaser and the Seller, the Purchaser shall be solely responsible and liable for any loss after the Closing Date to a Borrower or to the Purchaser, or to the value or collectibility of any Loan, that is due to the lapse of, or to the Seller's cancellation of, any insurance policy after the Closing Date.

Section 5.09 Unremitted Collections; Escrow Accounts and Custodial Accounts. Escrow funds, custodial funds and other amounts or balances related to the Loans on deposit in Escrow Accounts, Custodial Accounts or other accounts held or controlled by the Seller shall be transferred by the Seller, along with the related accounts, to the Purchaser on the Closing Date. It is intended that the Seller will use commercially reasonable efforts to cause such Escrow Accounts, Custodial Accounts and other accounts to be retitled in the name of the Purchaser. All such funds and related accounts shall become the responsibility of the Purchaser when

transferred by the Seller. Any negative escrow balances shall be netted against the amount of any positive escrow balances held in the Escrow Accounts transferred to the Purchaser.

Section 5.10 [Reserved].

Section 5.11 Files and Records. The Purchaser shall comply with all applicable Laws in connection with the retention, storage and maintenance of all documents and records relating to the Loans, including the length of time such documents and records are to be retained. The Purchaser shall also:

(a) allow the Seller the continuing right to use, inspect and make extracts from or copies of any such documents or records upon the Seller's reasonable notice to the Purchaser, provided, that the Seller will reimburse the Purchaser for the Purchaser's actual, reasonable and documented out-of-pocket costs incurred in connection with the Seller's exercise of such right;

(b) allow the Seller the possession, custody and use of original documents for any reasonable lawful purpose and upon reasonable terms and conditions; and

(c) give reasonable notice to the Seller of the Purchaser's intention to destroy or dispose of any such documents or records and to allow the Seller, at its own expense, to recover the same from the Purchaser.

Section 5.12 Reimbursement for Use of the Seller's Employees. In the event of litigation with respect to the Loans, other than litigation relating to the claims retained by the Seller pursuant to Section 2.14 or otherwise, in which the Seller or IndyMac Federal (or its predecessors-in-interest), or any of their employees (or any of the other Released Parties) are requested or required by subpoena, court order or otherwise to perform any acts, including testifying in litigation, preparing responses to subpoenas or other legal process or pleadings or performing any review of public or private records such as tracing funds, whether said litigation is commenced by the Purchaser or any other party, the Seller shall be reimbursed by the Purchaser for all associated reasonable and documented out-of-pocket expenses of such employees, including travel, lodging and per diem costs. The Seller shall, in its sole and absolute discretion, determine and assign the personnel necessary to perform said acts. The Purchaser also shall reimburse the Seller for copies made in the course of performing said acts at cost.

Section 5.13 Notice to Borrowers. The Purchaser shall, on a timely basis in accordance with RESPA and any other applicable Laws, and pursuant to the Limited Power of Attorney granted to it in accordance with Section 3.04(a), prepare and transmit to each Borrower a joint "hello" and "goodbye" letter, at the Purchaser's expense. The form of such letter shall be subject to the review and reasonable approval of the Seller.

Section 5.14 Notice of Claim. Each party hereto shall promptly notify the other party of any claim, threatened claim or litigation against the Failed Thrift, the Seller, the Purchaser, or any of their respective employees, officers, agents and representatives arising out of or in any way related to any Loans purchased by the Purchaser that may come to its attention.

Section 5.15 Prior Servicer Information. The Purchaser acknowledges and agrees that the Seller might not have access to information from prior servicers of a Loan and that the Seller has not requested any information not in the possession of the Seller or its servicing contractor from any prior servicer of a Loan. The Purchaser acknowledges and agrees that the Seller will not be required under the terms of this Agreement to request any information from any prior servicer.

Section 5.16 Release of Seller.

(a) Except as otherwise specifically provided in Article VII of this Agreement or in any Ancillary Document, the Purchaser hereby releases and forever discharges the Seller, the Failed Thrift and its predecessors-in-interest, and the FDIC, and all of their respective officers, directors, employees, agents, attorneys, contractors and representatives, and all of their respective successors, assigns (other than the Purchaser) and Affiliates, from any and all claims (including any counterclaim or defensive claim), demands, causes of action, judgments or legal proceedings and remedies of whatever kind or nature that the Purchaser now has or might have in the future, whether now known or unknown, which are related in any manner whatsoever to the Loans, this Agreement, the servicing of the Loans (before or after the Closing Date) by the Seller, the Failed Thrift or its predecessors-in-interest, the FDIC or any Person acting on behalf of the Seller, the Failed Thrift or its predecessors-in-interest or the FDIC, or the acquisition of the Loans (other than gross negligence or willful misconduct); provided, however, that nothing contained in this Section 5.16(a) shall constitute or be interpreted as a waiver of any express right that the Purchaser has under this Agreement or any of the Ancillary Documents (including any rights under Article XVII of the Master Purchase Agreement and under Article VI and VII of this Agreement).

(b) Subject to Section 5.20, the Purchaser will not renew, extend, renegotiate, compromise, settle or release any Note or Loan or any right of the Purchaser founded upon or growing out of this Agreement, except upon payment in full thereof, unless all Borrowers on said Note or Loan shall first release and discharge the Failed Thrift and its predecessors-in-interest, the FDIC and the Seller, and their respective agents and assigns (other than the Purchaser) (the "**Released Parties**") from all claims, demands and causes of action which any such Borrower may have against any such Released Party arising from or growing out of any act or omission occurring prior to the date of such release. If the Purchaser fails to obtain such release, the Purchaser will protect, save and hold the Seller harmless from any expense or damage the Seller suffers that might have been prevented had the Purchaser obtained the release.

Section 5.17 Borrower as Purchaser. In the event that the Purchaser is the Borrower or a Related Party with respect to any Loan, then the Purchaser, on its own behalf and on behalf of any Related Party, shall, and hereby does, release and discharge and shall indemnify, defend (with counsel reasonably satisfactory to the Seller) and hold harmless the Failed Thrift, the Seller (and its predecessors-in-interest), the FDIC and all of their respective officers, directors, shareholders, principals, employees, agents, attorneys, contractors and representatives, and all of their respective successors, assigns and Affiliates, from and against all damages, losses, claims, demands, liabilities, obligations, causes of action, judgments or legal proceedings and remedies of any kind or nature whatsoever arising out of any act or omission related to such Loan. The Purchaser acknowledges and agrees that it shall not be entitled to any Remedy pursuant to

Section 7.01 with respect to any Loan for which the Purchaser or a Related Party is the Borrower pursuant to Article VII of this Agreement. At the Purchaser's request, and upon preparation of appropriate documentation by the Purchaser in conformance with Section 2.15(a), the Seller will release and discharge a Loan for which the Purchaser is the Borrower in lieu of assigning the same to the Purchaser. In any event, the Seller will issue a Form 1099 to report any discharge of indebtedness in connection with the sale or release of the Loan to the Borrower or a Related Party in accordance with Internal Revenue Service regulations and FDIC policy. Notwithstanding the foregoing, any failure by the Seller to issue a Form 1099 does not relieve the Purchaser of its responsibility to report the discharge of indebtedness in accordance with applicable federal tax law.

Section 5.18 HELOCs.

(a) From and after the Closing Date, (i) the Purchaser will be obligated to fund all Disbursements of Principal with respect to the Unfunded HELOC Commitments, and (ii) the Seller will be obligated to reimburse the Purchaser for such Disbursements of Principal in exchange for participation interests in the HELOCs underlying such Unfunded HELOC Commitments, in each case as set forth in the term sheet attached hereto as Attachment H and the more detailed definitive documentation executed pursuant thereto. For the avoidance of doubt, the obligations, terms and commitments set forth in the term sheet attached hereto as Attachment H are binding obligations of the parties hereto as if they were set forth in full herein, notwithstanding any delay in executing or failure to execute more detailed definitive documentation as contemplated therein.

(b) Notwithstanding anything to the contrary in this Agreement, on and after the Closing Date, the Purchaser shall (i) to the extent permitted by applicable Law, terminate or suspend each HELOC purchased hereunder with respect to which there is a decline in the value of the Mortgaged Property or the credit score of the Borrower, as and to the extent permitted under the related credit line agreement, and will assist with any refinancing program (or voluntary termination or freeze program) proposed by the Seller with respect to such HELOC. The Purchaser acknowledges and agrees that if at any time after the Closing Date the Purchaser opens any line of credit with respect to any HELOC which the Seller has suspended or terminated future Unfunded HELOC Commitments, any obligation to advance funds under any such reopened HELOC shall at such time and thereafter be the obligation solely of the Purchaser, and the Seller shall have no obligation to reimburse the Purchaser therefor. The Purchaser shall comply with all terms under the related Mortgage Note and shall freeze, modify or terminate any undrawn lines of credit only in a manner consistent with the terms of the related Mortgage Note and the policies set forth in the Guidelines.

Section 5.19 Repurchase of Charged-Off Loans. The Seller may, at its option, repurchase any Charged-Off Loan with respect to which a loss share payment has been made pursuant to the Shared-Loss Agreement at a repurchase price equal to the unpaid principal balance on such Loan less the amount charged-off.

Section 5.20 Loan Modification Program. Notwithstanding anything to the contrary in Section 5.16, the Purchaser shall complete the processing of all Servicing-Released Loan Modifications in process pursuant to the Program as of the Closing Date and shall honor all

offers of Modifications for which processing has not yet commenced in accordance with the terms of the Program. The Purchaser shall comply with the Program as it may be amended by the FDIC from time to time, provided, however, that, unless otherwise required by Law, the Purchaser shall not be required to comply with any changes to the Program after January 2, 2009 if such changes would (i) require the Purchaser to take any action in violation of applicable Law or the terms of any servicing agreement then in effect or (ii) result in the net present value of the estimated cash flows on the related Loan, discounted at the Then-Current Interest Rate, after any such change being less than the net present value of the estimated cash flows on the related Loan, discounted at the Then-Current Interest Rate, prior to such change. The Seller hereby acknowledges that a loss suffered with respect to any Loan modified in accordance with the Program will be covered by the Shared-Loss Agreement. The Purchaser acknowledges and agrees that it will be required to comply with reporting requirements with respect to the Program that are acceptable to the FDIC in order to allow the FDIC to monitor compliance with, and the results of, the Program. Notwithstanding any of the foregoing, the Purchaser shall be obligated to comply with the Program only for so long as any financing provided by the Seller remains outstanding or, if later, for so long as any of the Loans are subject to the Shared-Loss Agreement. If the Purchaser receives any fees under any government-sponsored, or government-sponsored entity's, program relating to loan modifications, the Purchaser shall use any such fees for purposes that enhance or further the expressed intentions of such program or the Program.

Section 5.21 Loans in Process. The Purchaser shall continue to process all pending loan applications as they exist at IndyMac Federal as of the Closing Date; provided, however, that the Purchaser shall have no obligation to enter into commitments with respect thereto.

Section 5.22 Cooperation.

(a) The Seller and the Purchaser shall mutually cooperate in order to facilitate an orderly transition of the Assets and Assumed Liabilities to the Purchaser. Each party will cooperate in good faith with the other and will take all appropriate action that may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder. From and after the Closing Date, the Seller will promptly refer all inquiries with respect to the Assets (including ownership thereof) and Assumed Liabilities to the Purchaser, and the Purchaser will promptly refer all inquiries with respect to the Excluded Assets (including ownership thereof) and Excluded Liabilities to the Seller.

(b) The Seller acknowledges that the Purchaser may, after the Closing Date, enter into a financing with a Federal Home Loan Bank or with another third party related to, or consummate a securitization transaction in respect of, the Loans. The Seller will, at the Purchaser's expense, cooperate with the Purchaser and any prospective counterparty in connection with any such financing or securitization transaction and provide such reasonable assistance, information or verification of information as may be reasonably requested by the Purchaser or such counterparty and reasonably available to the Seller and its Affiliates.

Section 5.23 Additional Title Documents. The Seller and the Purchaser each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the Purchaser its full legal or equitable title in and to the Assets. The Purchaser shall

prepare such instruments and documents of conveyance (in form and substance reasonably satisfactory to the Seller) as shall be necessary to vest title to the Assets in the Purchaser. The Purchaser shall be responsible for recording such instruments and documents of conveyance. All expenses incurred by the Purchaser in compliance with this Section 5.23 shall be allocated between the Purchaser and the Seller in accordance with Section 19.03 of the Master Purchase Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; ASSET-LEVEL STATEMENTS

Section 6.01 Assets Conveyed "AS IS"; Purchaser Acknowledgments.

(a) THE ASSETS ARE BEING SOLD TO THE PURCHASER "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER, INCLUDING AS TO COLLECTIBILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY PREDECESSOR OR AFFILIATE OF THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS.

(b) The Purchaser acknowledges that (i) the Seller has performed limited due diligence with respect to the Assets and, therefore, none of the Seller, the Failed Thrift or the FDIC makes (or can make) any representations, warranties or guaranties with respect to the Assets or the presence or absence of Defects, (ii) the statements set forth in Section 6.09 (the "Asset-Level Statements") are being provided solely as a means for providing the Purchaser with a basis for a remedy in the event a Defect is discovered, so long as all conditions for obtaining a remedy are otherwise met, (iii) the only remedies available to the Purchaser in connection with any Defect are those that are set forth in Section 7.01, and (iv) in no event will the existence of any Defect be evidence of bad faith, misconduct or fraud, even in the event that it is shown that Seller, the Failed Thrift or the FDIC, or any of their respective directors, employees, officers or agents, knew or should have known of the existence of any facts relating to the existence of such Defect.

(c) Nothing contained in this Agreement shall be construed as a representation, warranty or guaranty with respect to the Assets or that no Defect exists with respect thereto, whether oral or written, past or present, express or implied or by operation of law, and each of the Seller, the Failed Thrift and the FDIC specifically disclaims, and the Purchaser expressly waives and releases the Seller, the Failed Thrift and the FDIC from, any and all liability or other obligation under this Agreement with respect to any of the following:

- (i) except for the remedies set forth in Section 7.01, any Defect; or

(ii) any fraud or misrepresentation of any kind in connection with the origination or servicing of a Loan, whether committed by the mortgagor, the originator, a servicer, an appraiser or any other party involved in the origination or servicing of such Loan; or

(iii) any underwriting deficiency or failure to properly underwrite a Loan in any way related to any of the following: (x) a failure to properly verify Borrower information, such as income, credit history or rental history, (y) a failure to properly verify the value of the Collateral, including as a result of a fraudulent or inaccurate appraisal or otherwise, or (z) the reliance on any fraudulent or overstated Borrower information or appraisal.

Section 6.02 No Warranties or Representations with Respect to Escrow Accounts. Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the sufficiency of funds held in any escrow account to discharge any obligations related in any manner to an escrow obligation, as to the accuracy of the amount of any monies held in any escrow account or as to the propriety of any previous disbursements or payments from any escrow account.

Section 6.03 No Warranties or Representations as to Amounts of Unfunded Principal. Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the amount of any additional or future Disbursements of Principal the Purchaser may be obligated to make.

Section 6.04 Disclaimer Regarding Calculation or Adjustment of Interest on any Loan. Without limiting the generality of Section 6.01, the Seller makes no warranties or representations of any kind or nature as to the accuracy of any calculation or adjustment of interest on any Loan, including any adjustable rate Loan, whether such calculation or adjustment is made by the Failed Thrift, the FDIC, the Seller or any Affiliate, agent or contractor of any of the foregoing, or any predecessor-in-interest of the Seller or any other party.

Section 6.05 No Warranties or Representations with Regard to Information. The Seller makes no warranties or representations of any kind or nature as to the completeness or accuracy of any information provided by or on behalf of the Seller with respect to any Loan. The Purchaser acknowledges that, for example, and not by way of limitation, some Loan Files may be missing forms or notices, or may contain incomplete or inaccurate forms or notices, that may be required by one or more federal or state consumer protection statutes.

Section 6.06 Intervening or Missing Assignments. The Purchaser acknowledges and agrees that the Seller shall have no obligation to secure or obtain any missing intervening assignment or any assignment to the Seller or the Failed Thrift that is not contained in the Loan File or among the Collateral Documents. The Purchaser shall bear all responsibility and expense of securing from the appropriate source any intervening assignment or any assignment to the Seller or the Failed Thrift that may be missing from the Collateral Documents.

Section 6.07 No Warranties or Representations as to Documents. The Seller makes no warranties or representations of any kind or nature as to the effectiveness or enforceability in any

Foreign Jurisdiction of this Agreement, the Bill of Sale, the Assignment and Assumption of Interests and Obligations or any other document or instrument delivered or prepared in connection herewith, whether or not prepared and executed in the forms provided herewith, all of such forms being provided for reference only.

Section 6.08 Representations and Warranties of the Seller. The representations and warranties made by the Seller to the Purchaser with respect to the transactions contemplated hereby are as set forth in the Master Purchase Agreement.

Section 6.09 Asset-Level Statements With Respect to Loans. The Seller hereby makes the following statements with respect to each Loan as of the Closing Date:

(a) Loan Schedule. As of the Initial Calculation Date, the information set forth in the information fields numbered (1) through (10), inclusive, of the Loan Schedule with respect to the Loans is true and correct in all material respects.

(b) Original Terms Modified. The Seller has not agreed to the impairment, waiver, alteration or modification of any of the terms of any Note or any Mortgage with respect to the Loan, except with respect to (i) the Loans identified on Schedule 6.09(b) (which have either been modified or are candidates for modification under the Guidelines), (ii) any other Loans that become modified or candidates for modification under the Guidelines at any time prior to the Closing Date, and (iii) Loans for which an impairment, waiver, alteration or modification has been reduced to a writing and, if required under the laws of the jurisdiction in which the related Mortgaged Property is located, has been recorded.

(c) Hazard Insurance. With respect to each Loan identified on the Loan Schedule as being a first lien Loan and pursuant to the terms of the related Mortgage, all buildings or other improvements upon the related Mortgaged Property were insured by an insurer against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located.

(d) Compliance with Applicable Laws. Each Loan was originated in material compliance with those requirements of Laws applicable to the originator that, if violated, would render the Loan void, voidable, subject to a right of rescission or unenforceable. Each Servicing-Released Loan was serviced in material compliance with the requirements of Laws applicable to the servicer.

(e) Satisfaction of Mortgage. No Mortgage relating to any Loan was satisfied, canceled, subordinated or rescinded, in whole or in part, nor was any of the Mortgaged Property released from the lien of the related Mortgage, in whole or in part, other than a partial satisfaction that is in writing and, if required under the Laws of the jurisdiction in which the related Mortgaged Property is located, recorded, and the terms of which are reflected on the Loan Schedule.

(f) Validity of Loan Documents. Each Note and the Mortgage relating to the Loan is genuine and is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy,

insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) general principles of equity.

(g) Ownership/Good Title. The Seller is the sole owner of the Loans. The Seller has good and marketable title thereto, and will transfer and sell its rights, title and interest in and to the Loans to the Purchaser free and clear of any Lien, other than any lien in favor of the Federal Home Loan Bank of San Francisco in connection with the Assumed FHLB Financing Balance.

(h) Title Insurance. Each Loan is covered by either (i) an attorney's opinion of title and abstract of title, or (ii) an ALTA lender's title insurance policy or other form of policy of insurance, insuring the Seller and its successors and assigns as to the first priority lien, with respect to Loans identified as first lien loans on the Loan Schedule, with such lien being subject only to the following exceptions:

(i) the lien of current real property taxes and assessments not yet due and payable;

(ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Loan and (i) referred to or otherwise considered in the appraisal made for the originator of the Loan or (ii) which do not adversely affect the appraised value of the Mortgaged Property set forth in such appraisal; and

(iii) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property.

(i) Predatory Lending Regulations. Notwithstanding the statements in Section 6.09(d) above, as of the date of origination, no Loan was (i) subject to the requirements of the Home Ownership and Equity Protection Act of 1994, as amended, or (ii) a "high cost," "threshold," "covered," "abusive" or "predatory" loan or a similar loan under any state, federal or local law applicable to the originator of such Loan as of the date of origination (or similarly classified loan using different terminology under a law enacted to combat predatory lending).

(j) Escrow Accounts; Escrow Payments. The information provided to the Purchaser as of the Initial Calculation Date with respect to escrow accounts and escrow payments in connection with the Loans is true and correct in all material respects.

(k) No Condemnation. There is no proceeding pending or, to Seller's knowledge, threatened for the total or partial condemnation of any Mortgaged Property relating to the Loan.

(l) Delinquent Taxes and Insurance Premiums. With respect to each Loan which is indicated on the Loan Schedule as being a first lien that is less than thirty (30) days delinquent, there are no delinquent taxes or hazard insurance premiums (in each case, after

application of any applicable grace periods) with respect to the Mortgaged Properties relating to the Loan.

(m) Principal Advances. With respect to each HELOC, all draws required to be funded have been funded in compliance with the terms and provisions of the Mortgage, Note and related loan agreement, if any.

(n) Servicing. Each Servicing-Released Loan has been serviced in material compliance with the terms of the related Mortgage and Note.

ARTICLE VII

REMEDIES FOR DEFECTIVE LOANS

Section 7.01 Remedy. In the event a Defect is discovered with respect to any Loan (a “Defective Loan”), then, subject to the terms and conditions of this Article VII, the Seller shall, at the Seller’s sole option, take any of the following actions: (i) if the Seller determines that the Defect is curable using commercially reasonable means, either cure the Defect (which may include, among other things, a purchase price adjustment) or require the Purchaser to cure the Defect and then reimburse the Purchaser for reasonable amounts paid by the Purchaser to effect such cure or (ii) repurchase the Defective Loan at the Repurchase Price (each, a “Remedy”). IN NO EVENT SHALL ANY DEFECT OR THE OBLIGATION TO PROVIDE A REMEDY HEREUNDER WITH RESPECT TO A DEFECTIVE LOAN BE EVIDENCE OF ANY BAD FAITH, MISCONDUCT OR FRAUD ON THE PART OF THE SELLER, THE FAILED THRIFT OR THE FDIC EVEN IF IT IS SHOWN THAT THE SELLER, THE FAILED THRIFT OR THE FDIC, OR ANY AFFILIATE THEREOF, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OFFICERS, CONTRACTORS OR AGENTS, (A) KNEW OR SHOULD HAVE KNOWN OF THE EXISTENCE OF ANY FACTS RELATING TO SUCH DEFECT, (B) CAUSED SUCH DEFECT OR (C) FAILED TO MITIGATE SUCH DEFECT OR ANY OF THE LOSSES RESULTING THEREFROM.

Section 7.02 Conditions Precedent to Remedy. The obligation of the Seller to provide a Remedy for any Defective Loan is contingent upon the satisfaction (as determined by the Seller in its sole discretion) or waiver (which may be granted by the Seller in its sole discretion) of each of the following conditions:

(a) the Purchaser has delivered the Defect Notice (as defined below) and any supporting evidence required by Section 7.03 to the Seller on or prior to the Claims Termination Date, and has provided the Seller with all additional supporting evidence requested by the Seller pursuant to, and within the timeframe set forth in, Section 7.03;

(b) the Purchaser has demonstrated to the Seller’s satisfaction that the Defect materially and adversely affects the value, the marketability or the saleability of the Defective Loan;

(c) neither the Purchaser nor the Purchaser’s servicer has caused the Defect or has taken any action or omitted to take any action (other than as required by Section 7.02(d)) with respect to the Defective Loan that (x) materially and adversely affects the Seller’s ability to

process the request for, or provide, a Remedy, or (y) materially and adversely affects the ability or increases the cost to cure the Defect, or the Seller's ability to mitigate Losses, or otherwise results in a Loss (including any Excluded Losses) to the Seller;

(d) in servicing the Defective Loan, the Purchaser or the Purchaser's servicer has complied in all material respects with the Guidelines and, to the extent not inconsistent with the Guidelines, has serviced the Defective Loan in accordance with the customary and usual standards of practice of prudent servicers servicing similar assets; and

(e) the Purchaser has taken such additional actions that the Seller may have reasonably requested in order to mitigate Losses.

Section 7.03 Notice and Evidence of Defect. The Purchaser shall notify the Seller of each Defective Loan with respect to which the Purchaser seeks a Remedy under Section 7.01 promptly upon discovery of the Defect, but in any event no later than ten (10) Business Days after the last day of the month in which such discovery occurs. Such notice (the "**Defect Notice**") shall be in writing on the Purchaser's letterhead and shall include the following information:

(a) the Purchaser's tax identification number and wire transfer instructions;

(b) the identification of the particular Asset-Level Statement in Section 6.09 of this Agreement that the Purchaser believes was untrue as to the Loan at the time such statement was made;

(c) evidence supporting the basis for requesting a Remedy and the satisfaction of the conditions precedent to the Seller's obligation to provide a Remedy or, if any conditions precedent have not been satisfied, a request for a waiver of such conditions precedent, including the reasons why the Purchaser believes such waiver should be granted;

(d) information regarding any commercially reasonable means of curing the Defect that are available to the Purchaser and the estimated cost of effecting any such cure; and

(e) a certification by the Purchaser that the Defect Notice is being submitted in good faith and is complete and accurate in all respects to the best of the Purchaser's knowledge.

Promptly upon request by the Seller, but in any event no later than ten (10) Business Days thereafter, the Purchaser shall supply the Seller with any additional evidence or information that the Seller may reasonably request.

Section 7.04 Processing of the Remedy Request; Purchaser Cure.

(a) Within a reasonable period of time following the receipt by the Seller of the Defect Notice and all additional information that the Seller may have requested pursuant to Section 7.03, the Seller will notify the Purchaser as to whether the request for a Remedy with respect to a Defective Loan has been accepted or rejected and, if accepted, the Remedy that the Seller expects to provide and the expected timing for such Remedy.

(b) If the Seller notifies the Purchaser that the Remedy will be a reimbursement to the Purchaser for amounts paid to third parties to cure the Defect and that the Purchaser's proposed means of curing the Defect and the Purchaser's estimated cost thereof is acceptable to the Seller, the Purchaser shall promptly effect such cure using the means specified in the Defect Notice and submit documentation to the Seller regarding the actual costs incurred; provided, however, that the Purchaser shall not, without the prior written consent of the Seller, incur any cost to cure the Defect that is materially in excess of the estimate set forth in the Defect Notice. If the Seller does not agree to the proposed cure and cost thereof specified in the Defect Notice, the Purchaser shall promptly effect such other commercially reasonable cure as may be directed in writing by the Seller, and the Seller shall reimburse the Purchaser for all costs of effecting such cure. Notwithstanding the foregoing, the Seller shall have no obligation to reimburse the Purchaser for any cure costs unless the Purchaser has demonstrated to the satisfaction of the Seller that such costs are not recoverable from the borrower under the Defective Loan or from any other source. In addition, the Purchaser agrees that the reimbursement of cure costs by the Seller may be conditioned on the Seller's receipt of an undertaking by the Purchaser to repay such costs to the Seller if such costs are recovered from any source at any time after payment thereof by the Seller to the Purchaser.

(c) Subject to the terms and conditions of this Article VII, the Seller will use commercially reasonable efforts to provide the selected Remedy to the Purchaser within sixty (60) days after providing the above-referenced notice to the Purchaser or, if the Remedy is to reimburse the Purchaser for amounts paid to cure the Defect, within sixty (60) days after the Purchaser submits satisfactory documentation thereof to the Seller.

Section 7.05 Re-delivery of Notes, Files and Documents. If the Remedy to be provided by the Seller pursuant to Section 7.01 is the repurchase of the Defective Loan, the Purchaser shall, as applicable: (i) re-endorse and deliver the Note to the Seller (or its designee), (ii) assign all Collateral Documents associated with such Defective Loan and reconvey any real property subject to a Contract for Deed or transferred by special warranty deed pursuant to Section 2.13 of this Agreement, and execute and deliver such other documents or instruments as shall be necessary or appropriate to convey the Defective Loan to the Seller (or its designee), (iii) deliver to the Seller (or its designee) the Loan File, along with any additional records compiled or accumulated by the Purchaser pertaining to the Defective Loan, (iv) take such actions as are necessary to transfer from the Purchaser to the Seller any litigation or bankruptcy action involving the Defective Loan in accordance with the provisions of Sections 5.05 and 5.06, as applicable, substituting the duties of the Purchaser for the Seller and the Seller for the Purchaser, and with respect to the Affidavit and Assignment of Claim, a form of which is attached as Attachment B, substituting the duties of the Assignor (as defined therein) for the Assignee (as defined therein) and the Assignee for the Assignor, and (v) deliver to the Seller (or its designee) a certification, notarized and executed under penalty of perjury by a duly authorized representative of the Purchaser, certifying that, as of the date of repurchase by the Seller, neither the Purchaser nor the Purchaser's servicer has taken any of the actions set forth in clauses (i) through (xiii) of Section 7.06. The documents evidencing such conveyance shall be substantially the same as those executed pursuant to Article III of this Agreement to convey the Defective Loan to the Purchaser. In all cases in which the Purchaser recorded or filed among public records any document or instrument evidencing a transfer of the Defective Loan to the

Purchaser, the Purchaser shall cause to be recorded or filed among such records a similar document or instrument evidencing the conveyance of the Defective Loan to the Seller.

Section 7.06 Waiver of Remedy. Except as provided in Section 7.07, the Seller may determine that it will not repurchase any Defective Loan if, without the prior written consent of the Seller, the Purchaser or the Purchaser's servicer: (i) modifies any of the terms of the Defective Loan (including the terms of any Collateral Document or Contract for Deed); (ii) exercises forbearance with respect to any scheduled payment on the Defective Loan; (iii) accepts or executes new or modified lease documents assigned by the Seller to the Purchaser with respect to the Defective Loan; (iv) sells, assigns or transfers the Defective Loan or any interest therein; (v) fails to employ usual and customary care in the maintenance, collection, servicing and preservation of the Defective Loan, including usual and customary delinquency prevention, collection procedures and protection of the Collateral as warranted; (vi) initiates any litigation in connection with the Defective Loan or the related Collateral other than litigation to force payment or to realize on the Collateral securing the Defective Loan; (vii) completes any action with respect to foreclosure on, or accepts a deed-in-lieu of foreclosure for any Collateral securing the Defective Loan; (viii) causes, by action or inaction, the priority of title to the Defective Loan, Mortgaged Property and other related security to be lower in priority than the priority of title that existed at the time the Defective Loan was conveyed by the Seller; (ix) causes, by action or inaction, the security for the Defective Loan to be different than that conveyed by the Seller, except as may be required by the terms of the Collateral Documents; (x) causes, by action or inaction, a claim of third parties to arise against the Purchaser that, as a result of repurchase of the Defective Loan under this Agreement, might be asserted against the Seller; (xi) causes, by action or inaction, a Lien with respect to the Defective Loan to arise (other than a Lien in favor of the Seller); (xii) is the Borrower or any Related Party under such Defective Loan; or (xiii) makes a disbursement in respect of the Defective Loan other than an Advance, a Corporate Advance or the funding of a draw with respect to a HELOC, unless any of the foregoing actions are permitted by the Guidelines, to the extent applicable to such action. With respect to any Defective Loan that fails to qualify for a repurchase because of any of the foregoing actions or inactions of the Purchaser or the Purchaser's servicer, if the Seller determines that a Defect is not curable using commercially reasonable means, and the Purchaser has not proposed an alternate cure that is reasonably acceptable to the Seller, then, unless the Seller waives the restrictions of this Section 7.06, the Seller will be relieved of its obligation to provide any Remedy for such Defect.

Section 7.07 Predatory Lending Defects. Notwithstanding anything herein to the contrary, if the Seller becomes aware of any failure of Section 6.09(i) to be true with respect to any Loan as of the date such statement was made (a "Predatory Lending Defect"), then the Seller shall have the right to repurchase such Loan from the Purchaser, and the Purchaser shall sell such Loan to the Seller, at the Repurchase Price, regardless of whether the conditions set forth in Section 7.02 have been satisfied and regardless of whether the Purchaser has submitted a Defect Notice with respect to such Loan. In connection with any such repurchase, the Purchaser shall comply with Section 7.05 (except that the Purchaser need not deliver the certification required in clause (iv) thereof). The Seller's repurchase of any Loan pursuant to this Section 7.07 shall be the sole Remedy available to the Purchaser in the event of a Predatory Lending Defect, whether the Seller exercises its right under this Section 7.07 or the Purchaser provides a Defect Notice with respect to any such Defect.

Section 7.08 Seller Loss Limit; Satisfaction of Obligation to Provide Remedy. The Seller's obligation to provide a Remedy hereunder in respect of Defective Loans shall cease at such time as the aggregate payments made by the Seller (including payments made by the Seller to third parties to cure Defects) under this Article VII (including purchase price adjustments) equals or exceeds the aggregate purchase price of the Loans (after taking into account any adjustment in the purchase price due to prorations or set-off amounts), and the Seller shall have no liability for the cost of any Remedy to the extent such cost exceeds such amount. At such time as the Seller shall have provided a Remedy with respect to a Defect, the Purchaser shall have no further or additional rights to, and shall be deemed to have released the Seller from any obligation to provide, any additional or different Remedy with respect to such Defect. If the Seller repurchases a Defective Loan, the Purchaser shall have no further or additional rights to, and shall be deemed to have released the Seller from any obligation to provide, any additional or different remedy or any loss-sharing under the Shared-Loss Agreement with respect to such Defective Loan, even if a Defect other than the one specified in the Defect Notice is subsequently identified.

ARTICLE VIII

CONDITIONS PRECEDENT TO CLOSING

Section 8.01 Conditions to Purchaser's Obligation. The obligation of the Purchaser to effect the Closing hereunder is subject to the satisfaction (or waiver by the Purchaser) of all of the conditions set forth in Section 14.01 of the Master Purchase Agreement (subject to the introductory paragraph of Article XIV of the Master Purchase Agreement).

Section 8.02 Conditions to Seller's Obligation. The obligation of the Seller to effect the Closing hereunder is subject to the satisfaction (or waiver by the Seller) of all of the conditions set forth in Section 14.02 of the Master Purchase Agreement (subject to the introductory paragraph of Article XIV of the Master Purchase Agreement).

ARTICLE IX

NOTICES

Section 9.01 Notices. All notices, requests, demands and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be given by certified or registered mail, postage prepaid, or delivered by hand or by nationally recognized air courier service, directed to the address of such Person as set forth in the applicable Section of this Article IX. Any such notice shall become effective when received (or receipt is refused) by the addressee, provided that any notice or communication that is received (or refused) other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next Business Day of the recipient. From time to time, any Person may designate a new address for purposes of notice hereunder by notice to such effect to the other Persons identified in this Article IX.

Section 9.02 Article VII Notice. Any notice, request, demand or other communication required or permitted to be given to the Seller pursuant to the provisions of Article VII shall be delivered to:

Seller: Manager, Structured Transactions
 c/o Federal Deposit Insurance Corporation
 550 17th Street, NW (Room F-7008)
 Washington, D.C. 20429-0002
 Attention: George Alexander

with a copy to: Senior Counsel
 FDIC Legal Division
 Litigation and Resolutions Branch, Receivership Section
 Special Issues Unit
 3501 Fairfax Drive (Room E-7056)
 Arlington, Virginia 22226
 Attention: David Gearin

Section 9.03 All Other Notices. Any notice, request, demand or other communication required or permitted to be given pursuant to any provision of this Agreement and that is not governed by the provisions of Section 9.02 shall be delivered to:

Purchaser: 888 East Walnut Street
 Pasadena, California 91101-7211
 Attention: Steven Mnuchin

with a copy to: Cleary Gottlieb Steen & Hamilton LLP
 One Liberty Plaza
 New York, New York 10006
 Attention: Paul E. Glotzer

Seller: Manager, Capital Markets & Resolutions
 c/o Federal Deposit Insurance Corporation
 550 17th Street, NW (Room F-7008)
 Washington, D.C. 20429-0002
 Attention: George Alexander

with a copy to: Senior Counsel
 FDIC Legal Division
 Litigation and Resolutions Branch, Receivership Section
 Special Issues Unit
 3501 Fairfax Drive (Room E-7056)
 Arlington, Virginia 22226
 Attention: David Gearin

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable in such jurisdiction only as to a particular Person or Persons and/or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular Person or Persons and/or under such particular circumstance or circumstances, as the case may be; (ii) without limitation of clause (i), such provision shall in any event be ineffective only as to such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any of the remaining provisions of this Agreement. Without limitation of the preceding sentence, it is the intent of the parties to this Agreement that in the event that in any court proceeding, such court determines that any provision of this Agreement is prohibited or unenforceable in any jurisdiction (because of the duration or scope (geographic or otherwise) of such provision, or for any other reason) such court shall have the power to, and shall, (x) modify such provision (including without limitation, to the extent applicable, by limiting the duration or scope of such provision and/or the Persons against whom, and/or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. Nothing in this Section is intended to, or shall, limit (1) the ability of any party to this Agreement to appeal any court ruling or the effect of any favorable ruling on appeal or (2) the intended effect of Section 10.02.

Section 10.02 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, BUT IF FEDERAL LAW DOES NOT PROVIDE A RULE OF DECISION IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION). Nothing in this Agreement shall require any unlawful action or inaction by any party hereto.

Section 10.03 Waivers; Amendment and Assignment. No provision of this Agreement may be amended or waived except in writing executed by all of the parties to this Agreement. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns, and no other Person or Persons (including Borrowers or any co-lender or other Person with any interest in or liability under any of the Loans) shall have any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, this Agreement may not be transferred or assigned without the express prior written consent of the Seller and any attempted assignment without such consent shall be void *ab initio*.

Section 10.04 No Presumption. This Agreement shall be construed fairly as to each party hereto and if at any time any such term or condition is desired or required to be interpreted or construed, no consideration shall be given to the issue of who actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 10.05 Entire Agreement. This Agreement and the Ancillary Documents contain the entire agreement between the Seller and the Purchaser and/or its Affiliates with respect to the subject matter hereof and supersede any and all other prior agreements, whether oral or written. In the event of a conflict between the terms of this Agreement and the terms of any Transfer Document or other document or instrument executed in connection herewith or in connection with the transactions contemplated hereby, including any translation into a foreign language of this Agreement for the purpose of any Transfer Document, or any other document or instrument executed in connection herewith which is prepared for notarization, filing or any other purpose, the terms of this Agreement shall control, except that, in the event of a conflict with the terms of the Shared-Loss Agreement, the terms of the Shared-Loss Agreement control. Furthermore, subject to the exception in the preceding sentence, the terms of this Agreement shall in no way be or be deemed to be amended, modified or otherwise affected in any manner by the terms of such Transfer Document or other document or instrument.

Section 10.06 Jurisdiction; Venue and Service. Each of the Purchaser, for itself and its Affiliates, and the Seller hereby irrevocably and unconditionally:

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

(b) agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 10.06(a) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, at its address for notices pursuant to Article IX (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 10.06 shall affect its ability to be served process in any other manner permitted by Law;

(c) (i) waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court specified in Section 10.06(a), (ii) waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (iii) agrees not to plead or claim either of the foregoing; and

(d) agrees that nothing contained in this Section 10.06 shall be construed as a limitation on any removal rights the FDIC may have.

Section 10.07 Waiver of Jury Trial. EACH OF THE PURCHASER, FOR ITSELF AND ITS AFFILIATES, AND THE SELLER 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 10.08 Counterparts; Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

Section 10.09 Headings. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section and paragraph references contained herein shall refer to Sections and paragraphs in this Agreement unless otherwise specified.

Section 10.10 Compliance with Law. Except as otherwise specifically provided herein, each party to this Agreement shall, at its own cost and expense, obey and comply with all applicable Laws, as they may pertain to such party's performance of its obligations hereunder.

Section 10.11 Right to Specific Performance. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE DAMAGES TO BE INCURRED BY THE SELLER AS A RESULT OF THE PURCHASER'S BREACH OF THIS AGREEMENT WILL BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN, THAT DAMAGES WILL NOT BE AN ADEQUATE REMEDY AND THAT ANY BREACH OR THREATENED BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT BY THE PURCHASER MAY CAUSE IMMEDIATE IRREPARABLE HARM FOR WHICH THERE MAY BE NO ADEQUATE REMEDY AT LAW. ACCORDINGLY, THE PARTIES AGREE THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE SELLER SHALL BE ENTITLED TO IMMEDIATE AND PERMANENT EQUITABLE RELIEF (INCLUDING INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE OF THE PROVISIONS OF THIS AGREEMENT) FROM A COURT OF COMPETENT JURISDICTION (IN ADDITION TO ANY OTHER REMEDY TO WHICH IT MAY BE ENTITLED AT LAW OR IN EQUITY). THE PARTIES AGREE AND STIPULATE THAT THE SELLER SHALL BE ENTITLED TO EQUITABLE (INCLUDING INJUNCTIVE) RELIEF WITHOUT POSTING A BOND OR OTHER SECURITY AND THE PURCHASER

FURTHER WAIVES ANY DEFENSE IN ANY SUCH ACTION FOR SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF THAT A REMEDY AT LAW WOULD BE ADEQUATE AND ANY REQUIREMENT UNDER LAW TO POST SECURITY AS A PREREQUISITE TO OBTAINING EQUITABLE RELIEF. NOTHING CONTAINED IN THIS SECTION SHALL LIMIT EITHER PARTY'S RIGHT TO ANY REMEDIES AT LAW, INCLUDING THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

Section 10.12 No Third Party Beneficiaries. This Agreement is made for the sole benefit of the Seller and the Purchaser and their respective successors and permitted assigns, and no other Person or Persons (including any Borrower or co-lender or other Person with any interest in or liability under any of the Loans) shall have any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, the FDIC shall be considered a third party beneficiary to this Agreement.

Section 10.13 Timing. The Purchaser agrees that, although the Seller has agreed to use commercially reasonable efforts to take certain actions pursuant to this Agreement within specified periods of time, the failure of the Seller to take any such actions within such specified periods of time shall not be dispositive evidence of a breach by the Seller of this Agreement.

Section 10.14 Survival. The covenants, representations and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

Section 10.15 Termination. This Agreement shall terminate upon the termination of the Master Purchase Agreement in accordance with its terms.

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

SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By: George C. Alexander
Name: George C. Alexander
Title: Manager, Structured Transactions

PURCHASER:

ONEWEST BANK, FSB

By: _____
Name: Joshua P. Eaton
Title: Authorized Signatory

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

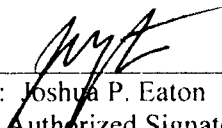
SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By: _____
Name:
Title:

PURCHASER:

ONEWEST BANK, FSB

By:  _____
Name: Joshua P. Eaton
Title: Authorized Signatory

ATTACHMENT A

LOAN SCHEDULE

[Attached]

ATTACHMENT B

AFFIDAVIT AND ASSIGNMENT OF CLAIM

(For use with Loans in Bankruptcy)

(Note to Preparer: When preparing the actual Affidavit and Assignment, delete this instruction and the reference to Attachment B above.)

State of _____)

_____)

County of _____)

The undersigned, being first duly sworn, deposes and states as follows:

The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (“Assignor”), acting by and through its duly authorized officers and agents, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign and set over to [_____], a {insert type of entity} (“Assignee”) and its successors and assigns, all of the Assignor’s interest in any claim (including any and all proofs of claim filed by the Assignor with the Bankruptcy Court (as defined below) in respect of such claim) in the bankruptcy case commenced by or against {insert Obligor’s name} (“Obligor”) in the {insert (1) appropriate U. S. Bankruptcy Court, including the district of the court, such as for the Western District of Texas, or (2) the Foreign Jurisdiction Bankruptcy Court} (“Bankruptcy Court”) being designated as Case Number {insert docket number assigned case} (“Bankruptcy Claim”), or such part of said Bankruptcy Claim as is based on the promissory note of {insert the names of the makers of the note exactly as they appear on the note}, dated {insert the date the note was made}, and made payable to {insert the name of the payee on the note exactly as it appears on the note}, provided, however, that this assignment is made pursuant to the terms and conditions as set forth in that certain Loan Sale Agreement between the Assignor and the Assignee dated [_____], 2009 (the “Agreement”).

For purposes of Rule 3001 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rule 3001”), this assignment and affidavit represent the unconditional transfer of the Bankruptcy Claim or such part of the Bankruptcy Claim as is based on the promissory note or notes described above and shall constitute the statement of the transferor acknowledging the transfer and stating the consideration therefor as required by said Bankruptcy Rule 3001. The Assignor hereby waives any objection to the transfer of the Bankruptcy Claim to the Assignee to the extent set forth above on the books and records of the Obligor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Bankruptcy Rule 3001, the Bankruptcy Code, applicable local bankruptcy rules or applicable law with respect to the Bankruptcy Claim to such extent. The Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring to the Assignee the Bankruptcy Claim to the extent set forth above and recognizing the Assignee as the sole owner and holder of the Bankruptcy Claim to such extent. The Assignor further notifies the Obligor, the Bankruptcy Court and all other interested parties that all further notices relating to the Bankruptcy Claim to such extent, and all

payments or distributions of money or property in respect of the Bankruptcy Claim to such extent, shall be delivered or made to the Assignee.

This transfer was not for the purpose of the enhancement of any claim in a pending bankruptcy. The transfer of the debt was pursuant to the Agreement, through which numerous debts were sold; no specific amount of the total consideration was assigned to the debt that forms the basis of claim.

This assignment shall also evidence the unconditional transfer of the Assignor's interest in any security held for the Bankruptcy Claim.

IN WITNESS WHEREOF, the Assignor has caused this Affidavit and Assignment of Claim to be executed this ___ day of _____, 20__.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER
FOR INDYMAC FEDERAL BANK, FSB

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

ATTACHMENT C

ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS

(Note to FDIC Preparer: When preparing the actual Assignment, delete this instruction and the reference to Attachment C above.)

THIS ASSIGNMENT AND ASSUMPTION OF INTERESTS AND OBLIGATIONS (“Assignment”) is made and entered into as of the ____ day of _____, 20__ by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (“Assignor”) and OneWest Bank, FSB (“Assignee”).

Whereas, Assignor and Assignee have entered into that certain Loan Sale Agreement, dated March 19, 2009 (the “LSA”), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee all the assets identified on Exhibit A attached to this Agreement (the “Assets”). Capitalized terms used herein but not defined herein shall have the meanings set forth in the LSA. *(Note to Preparer: Attach Exhibit A which should be the same as Attachment A to the LSA, which shall be as of the Initial Calculation Date and shall be updated after the Closing Date to reflect Closing Date balances.)*

Whereas, pursuant to a Bill of Sale of even date herewith, Assignor has conveyed to Assignee that part of the Assets which consists of tangible personal property.

Whereas, part of the Assets may consist of documents and instruments evidencing loans (including, without limitation, promissory notes, loan agreements, shared credit or participation agreements, inter-creditor agreements, letters of credit, reimbursement agreements, drafts, bankers’ acceptances, transmission system confirmations of transaction and other evidences of indebtedness, including loan histories, affidavits, general collection information, correspondence and comments pertaining to such obligations) and equipment leases (the “Agreements to Pay”).

Whereas, another part of the Assets may consist of documents securing Agreements to Pay, such as mortgages, deeds of trust, security agreements, loan agreements and other documents or instruments of similar nature relating to the Agreements to Pay (the “Collateral Documents”).

Whereas, another part of the Assets may consist of real estate, Contracts for Deed to real estate, and leases, tenancies, concessions, licenses and other rights of occupancy or use related to real estate (including any security deposits relating thereto in Assignor’s possession) (the “Real Estate Interests”).

Whereas, another part of the Assets may be affected by contracts relating to the Assets, such as collection and service agreements, including with respect to the LSBOs any servicing agreements pursuant to which the LSBOs are being serviced by a third party (the “Miscellaneous Agreements”). The term “Miscellaneous Agreements” does not include loan servicing agreements between Assignor and independent contractors.

Whereas, under the LSA, Assignor has agreed to assign and convey to Assignee all of Assignor's right, title and interest to the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements related to the Assets.

Whereas, Assignee has agreed to accept and assume all of Assignor's duties, obligations and liabilities under the Agreements to Pay, Collateral Documents, Real Estate Interests and Miscellaneous Agreements related to the Assets (the "Obligations").

Whereas, the term "Advances" as used herein means the sum of all unreimbursed amounts advanced by or on behalf of the Assignor, the Failed Thrift, IndyMac Federal or their respective predecessors-in-interest (i) to protect the noteholder's lien position or the collateral, including payment of ad valorem taxes and hazard and forced placed insurance as permitted by the terms of any loan, or (ii) to meet required scheduled payments. The term "Advances" does not include (A) incremental funding of loan proceeds under an Agreement to Pay, such as in the case of a revolving credit loan or a construction loan, or (B) the payment of appraisal fees, broker opinion fees, attorney fees and associated legal fees, foreclosure fees, trustee fees, property inspection fees, property preservation and operating cost fees, tax penalties, title policies, lien search fees, or any other cost that can be directly associated with the collection and servicing of a loan.

NOW THEREFORE, in consideration of the foregoing and the sum of ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor's Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in the Agreements to Pay, the Collateral Documents, the Real Estate Interests and the Miscellaneous Agreements.
2. Assignee's Acceptance. Assignee does hereby accept such assignment from Assignor and assumes all Obligations arising from and after the date hereof. The Obligations assumed include, without limitation, any and all obligations to (i) make payments relating to Agreements to Pay serviced by Assignor; (ii) make Advances with respect to Agreements to Pay serviced by Assignor, (iii) reimburse third party servicers for Advances on Agreements to Pay, and (iv) make incremental disbursements of loan proceeds, such as in the case of a revolving credit loan or a construction loan.
4. Beneficiaries of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and the Federal Deposit Insurance Corporation in its corporate capacity shall be a third-party beneficiary with respect hereto.
5. Incorporation of terms of LSA. This Assignment is made, executed and delivered pursuant to the LSA, and is subject to all of the terms, provisions and conditions thereof. In the event of any conflict between the LSA and this Assignment, the LSA shall govern.
6. Controlling Law. Federal law of the United States shall control this Agreement. To the extent that federal law does not supply a rule of decision, this Agreement shall be

governed by, and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Agreement will require any unlawful action or inaction by either party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption of Interests and Obligations to be executed and delivered by its duly authorized officer or agent as of the day and year first written above.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

By: _____
Name: _____
Witness

By: _____
Name:
Title:

ASSIGNEE:

ONEWEST BANK, FSB

By: _____
Name: _____
Witness

By: _____
Name:
Title:

6. That, pursuant to the terms and conditions of the aforementioned Loan Sale Agreement, the Instrument (including, without limitation, any and all rights the Seller may have to enforce payment and performance of the Instrument, including any rights under Section 3-309 of the Uniform Commercial Code) is hereby assigned effective as of the date hereof, without recourse, representation or warranty, to the Purchaser, except as set forth in the Loan Sale Agreement and the Master Purchase Agreement (as defined in the Loan Sale Agreement). A copy of the Instrument is attached to this affidavit, if available.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

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

ATTACHMENT E

BILL OF SALE

(Note to Preparer: When preparing the actual Bill of Sale, delete this instruction and the reference to Attachment E above.)

For value received and pursuant to the terms and conditions of the Loan Sale Agreement by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "Seller") and OneWest Bank, FSB (the "Purchaser") dated [_____], 2009 (the "Agreement"), the Seller does hereby sell, assign and convey to the Purchaser, its successors and assigns, and the Purchaser does hereby purchase and accept from the Seller, all right, title and interest of the Seller in and to those assets described in Exhibit A attached to this Bill of Sale and made a part hereof for all purposes, which consist of tangible personal property. (Note to Preparer: Attach Exhibit A which should be the same as Attachment A to the Agreement, which shall be as of the Initial Calculation Date and shall be subsequently updated after the Closing Date to reflect Closing Date balances)

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR CREATED BY OPERATION OF LAW, EXCEPT AS PROVIDED IN THE AGREEMENT AND THE MASTER PURCHASE AGREEMENT.

EXECUTED THIS _____ DAY OF _____, 2009.

SELLER:

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC FEDERAL BANK, FSB

By: _____
Name: _____
Witness

By: _____
Name: _____
Title: _____

ATTACHMENT F

LIMITED POWER OF ATTORNEY

[Sale Name]

(Note to Preparer: When preparing the actual Limited Power of Attorney, delete this instruction and the reference to Attachment F above.)

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") as Receiver for IndyMac Federal Bank, FSB, hereafter called the "Receiver", hereby designates the individual(s) set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC as Receiver under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC as Receiver grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver for IndyMac Federal Bank, FSB all instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset pursuant to that certain Loan Sale Agreement, dated as of March ___ 2009, between the Receiver and OneWest Bank, FSB.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of
OneWest Bank, FSB
Without Recourse

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for IndyMac Federal
Bank, FSB

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

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. To grant to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC or the Receiver might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from _____, 2009 and shall continue in full force and effect through _____, 2010 unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be executed and subscribed in its name this ___ day of _____, 2009.

**FEDERAL DEPOSIT INSURANCE CORPORATION as
Receiver for IndyMac Federal Bank, FSB**

By: _____
Name: _____
Title: _____

[CONTINUED ON NEXT PAGE]

(CORPORATE SEAL) ATTEST: _____
Name: Herbert J. Messite
Title: Counsel

Signed, sealed and delivered
in the presence of

By: _____
Name: _____
Witness

By: _____
Name: _____
Witness

[ACKNOWLEDGMENT ON NEXT PAGE]

ATTACHMENT G

SHARED-LOSS AGREEMENT

[Attached]

ATTACHMENT H

**TERM SHEET FOR PARTICIPATION INTERESTS IN UNFUNDED HELOC
COMMITMENTS**

[Attached]

SCHEDULE 1.01(a)

UNFUNDED HELOC COMMITMENTS

SCHEDULE 2.01(a)

LSBO SERVICING AGREEMENTS

SCHEDULE 2.01(c)
ASSUMED LITIGATION

SCHEDULE 2.02

**CATEGORIES AND APPLICABLE PERCENTAGES
WITH RESPECT TO LOANS**

<u>Category of Loan</u>	<u>% of Par</u>
Held for Sale	
Current	70.0000%
30 Days Delinquent	60.0000%
60+ Days Delinquent	55.0000%
Held for Investment	
<i>Whole Loans</i>	
Current	70.0000%
30 Days Delinquent	60.0000%
60+ Days Delinquent	55.0000%
<i>HELOCs</i>	
Current	58.0000%
30 Days Delinquent	50.0000%
60+ Days Delinquent	37.7500%

SCHEDULE 6.09(b)

LOANS MODIFIED OR CANDIDATES FOR MODIFICATION