

SERVICING TRANSFER AGREEMENT

SERVICING TRANSFER AGREEMENT dated as of March 12, 2015 (this "Agreement") by and among MACWCP II LLC, a Delaware limited liability company, MACWCP III CORP., a Delaware corporation and [REDACTED] CP IV CORP., [REDACTED] are [REDACTED] tion (collectively, the "Owner"), [REDACTED] G SERVICES, LLC, a Virginia limited liability company ("MTAG"), and [REDACTED] RV [REDACTED] AL SERVICES, LLC, [REDACTED] Virginia limited liability company ("TaxServ"), and [REDACTED] her with the Owner and MTAG, the "Parties").

WHEREAS, MTAG, in its capacity as Servicer, is a party to that certain Servicing Agreement dated as of July 29, 2011 (as amended, supplemented or modified from time to time in accordance with its terms, the "MTAG Servicing Agreement") among the Owner, Bank of America, N.A., as lender, and MTAG relating to certain tax liens and other assets owned by the Owner;

WHEREAS, MTAG and the Owner mutually desire to terminate the MTAG Servicing Agreement and the Owner desires to appoint TaxServ as its new servicer; and

WHEREAS, on the Effective Date (as defined below), TaxServ is willing to accept the appointment as the successor servicer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Each capitalized term used but not defined herein has the meaning given to such term in the MTAG Servicing Agreement.

2. Servicing File Review. MTAG shall promptly allow and TaxServ shall promptly conduct a review of all MTAG records, documents and information regarding the portfolio of tax lien receivables and REO assets currently and previously serviced by MTAG on behalf of the Owner pursuant to the MTAG Servicing Agreement (the "MTAG Serviced Assets"). In addition, MTAG shall promptly deliver to TaxServ: (a) a written inventory of the Servicer's Tax Lien Files; and (b) the Servicer's Tax Lien files, together with all other reports, documents, data and information in the possession, custody or control of MTAG that relate to the MTAG Serviced Assets and shall otherwise exercise its best efforts to effect and carry out an orderly and efficient transfer of the duties, responsibilities and obligations of MTAG to TaxServ. TaxServ shall onboard all of such electronic information onto its systems. Upon the completion of such onboarding process to the reasonable satisfaction of TaxServ, TaxServ shall promptly deliver an Acknowledgment of Completion, substantially in the form attached hereto as Exhibit A to MTAG and the Owner (such date of delivery, the "Acknowledgement Date").

3. Servicing Transfer. Effective as of 12:01 a.m. (New York time) on the first business day after the Acknowledgment Date (the "Effective Date"), MTAG and the Owner agree that the MTAG Servicing Agreement shall terminate on the terms set forth in Section 4 hereof and TaxServ shall be appointed as the successor servicer (the "Servicing Transfer").