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In the Matter of the Rehabilitation of: **CIRCUIT COURT
DANE COUNTY, WI**
Segregated Account of Ambac Assurance Corporation

Case No. 10 CV 1576

ORDER GRANTING REHABILITATOR'S SERVICING MOTION

This matter came before the Court for a hearing on the Rehabilitator's Motion for an Order Confirming Authority to Terminate Residential Mortgage Loan Servicer and Appoint Successor Servicer (the "Motion"). The Motion came before the Court on proper advance written notice for hearing in open court. The only objection to the Motion was by OneWest Bank, FSB ("OneWest"). Appearances were noted on the record. All parties-in-interest were afforded the opportunity to appear and be heard on the Motion.

The Court having considered the Motion and the other submissions regarding the Motion submitted by OneWest and the Rehabilitator prior to the hearing, and the information provided at the hearing in open court, the Court finds that "Events of Servicing Termination" under Section 7.01(ix) of the Pooling and Servicing Agreement for the IndyMac Certificate Trust 2004-2 and Section 7.01(ix) of the Sales and Servicing Agreement for the IndyMac Residential Asset-Backed Trust, Series 2004-LH1 (collectively the "Servicing Agreements"), have occurred and have not been remedied.

This Court further finds and concludes that it has personal jurisdiction over Deutsche Bank National Trust Company and OneWest with respect to the directions described in the Motion, and as to any issues of interpretation or disputes regarding or respecting the

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CARLO ESCOBEDA
CLERK OF CIRCUIT COURT

Servicing Agreements as they relate to obligations insured by the Segregated Account pursuant to the Policies described in the Motion.

NOW, THEREFORE, the Rehabilitator's Motion is **GRANTED**, and it is hereby **ORDERED** as follows:

1) The Rehabilitator and Ambac Assurance Corporation ("Ambac") may direct Deutsche Bank National Trust Company ("Deutsche Bank"), in its capacity as trustee under the Servicing Agreements, to terminate OneWest Bank, F.S.B., as servicer for the trusts and to appoint Green Tree Servicing LLC ("Green Tree") as the successor servicer for the trusts;

2) Deutsche Bank shall take all actions necessary to effectuate the termination of OneWest as servicer and the appointment of Green Tree as successor servicer, including giving all required notices to third parties and executing a servicing transfer agreement substantially in the form attached as Exhibit C to the Second Affidavit of Iain H. Bruce;

3) OneWest and any individual or entity acting on OneWest's behalf is enjoined from taking any actions to prevent OneWest's termination as servicer and the appointment of Green Tree as successor servicer and are directed to cooperate with Deutsche Bank and Ambac in effecting the prompt transfer of the servicing to Green Tree in accordance with the terms of the Servicing Agreements;

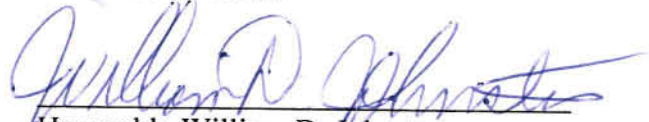
4) OneWest is not entitled to reimbursement of its costs incurred in connection with the transfer of servicing; and

5) This Court grants the Rehabilitator's request under Wis. Stat. § 645.06 for reimbursement of his litigation expenses associated with this dispute, but directs that the prove-up of those expenses and effectuation of collecting them be held in abeyance pending the servicing transfer. The Rehabilitator shall withdraw that request if OneWest fully cooperates in

the transfer of servicing to Green Tree. If the Rehabilitator advises the Court that OneWest has not cooperated with the transfer, the Rehabilitator may thereupon request a scheduling conference with this Court to pursue relief in accordance with Wis. Stat. § 645.06.

Dated this 31st day of July, 2013.

BY THE COURT:



Honorable William D. Johnston
Lafayette County Circuit Court Judge
Presiding by Judicial Appointment