

**Fill in this information to identify the case:**

Debtor First Guaranty Mortgage Corporation

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 22-10584

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Angel Oak Capital Advisors, LLC, as administrator</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	<small>Other names the creditor used with the debtor</small> <u>See summary page</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>  See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
<small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>		
	<small>Contact phone</small> <u>4702824373</u> <small>Contact email</small> <u>See summary page</u>	<small>Contact phone</small> _____ <small>Contact email</small> _____
<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____		
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>14,029,182.66</u> <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Contractual Obligations</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See summary page</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/11/2022  
MM / DD / YYYY

/s/David W. Gordon  
Signature

Print the name of the person who is completing and signing this claim:

Name David W. Gordon  
First name Middle name Last name

Title Chief Legal Officer

Company Angel Oak Capital Advisors, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 647-1742 | International (310) 751-2626

<b>Debtor:</b> 22-10584 - First Guaranty Mortgage Corporation		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Angel Oak Capital Advisors, LLC, as administrator David Gordon, Chief Legal Officer 3344 Peachtree Road NE Suite 1725 Atlanta, GA, 30326 United States <b>Phone:</b> 4702824373 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> david.gordon@angeloakcapital.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> Third Mortgage Trust, Angel Oak Mortgage Fund TRS, Maple Mortgage Trust II, Angel Oak Mortgage Income Opportunities Fund		<b>Amends Claim:</b> No <b>Acquired Claim:</b> No
<b>Basis of Claim:</b> Contractual Obligations	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 14,029,182.66	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> Yes, Payments received by third parties. Amounts have been deducted and are reflected in amount claimed.	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> David W. Gordon on 11-Oct-2022 10:19:17 a.m. Eastern Time <b>Title:</b> Chief Legal Officer <b>Company:</b> Angel Oak Capital Advisors, LLC		

## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 6/1/2022.
3. The Servicing Transfer Date is 7/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 26<sup>th</sup> day of May 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Fund TRS**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: 

Name: Adrian (A.J.) Pereira

Title: Portfolio Analyst

**FIRST GUARANTY MORTGAGE CORPORATION**

By: 

Name: George Gagishvili

Title: SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

eRESI Loan No.	Seller Loan No.
812005276	320021126201
812005277	320022022636
812005281	320022033770
812005282	320022023111
812005283	320022021502
812005284	320021127444
812005286	320022021512
812005287	320022022410
812005288	320022021514
812005294	600122000321
812005296	201022162207
812005297	320022022780
812005298	320022010351
812005300	320021128210
812005305	320022010131
812005307	320022021820
812005308	320022033747
812005311	320022010000
812005312	320022033824
812005316	201022162012
812005319	201022161975
812005320	320022022141
812005325	201022161697
812005327	320021114648
812005333	201022161882
812005334	201022161930
812005335	201022161932
812005337	201022161979
812005338	320021128077



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This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 6/1/2022.
3. The Servicing Transfer Date is 7/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 24th day of May 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Fund TRS**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: Joaquin C Torre

Name: Joaquin C Torre

Title: EVP, Capital Markets

Annex 1 to  
Assignment & Conveyance Agreement

eRESI Loan No.	Seller Loan No.
812005278	500022132920
812005289	320021126607
812005290	320022033658
812005293	600122000744
812005302	201022161750
812005303	201022161826
812005304	201022162010
812005310	320022022857
812005313	320022023330
812005324	201022161955
812005326	320022019712
812005328	320022034621
812005329	201022161739
812005330	320022033851
812005331	320022021565

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The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is April 1, 2022.
3. The Servicing Transfer Date is May 1, 2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any

Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 5<sup>th</sup> day of April 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Fund TRS**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: Erin Rogers

Name: Erin Rogers

Title: Head of Operations

**FIRST GUARANTY MORTGAGE CORPORATION**

By: George Gagishvili

Name: George Gagishvili

Title: SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
201021161529	100.48000000
201022161640	98.68000000
201022161662	97.63000000
201021161052	97.13000000
201021161409	102.73000000
201021161381	100.23000000
201022161558	99.38000000



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The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is April 1, 2022.
3. The Servicing Transfer Date is May 1, 2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any

Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 7<sup>th</sup> day of April 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Fund TRS**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_



Name: \_\_\_\_\_ Graham Krieger  
Operations Manager

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: \_\_\_\_\_



Name: \_\_\_\_\_ Joaquin C Torre

Title: \_\_\_\_\_ EVP, Capital Markets

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
500022132677	100.03000000
320022010579	102.98000000
201022161794	101.48000000
201022161658	98.93000000
201022161760	103.18000000
320021127716	101.53000000
201022161548	100.28000000
320022019563	99.88000000
201022161792	105.20500000
201021160996	99.23000000
320021126580	99.23000000
201021161105	101.33000000
201022161712	99.23000000
201021161518	103.70500000
320021128217	102.73000000
320021126616	102.43000000
320021115913	102.73000000
320021114384	102.78000000
120021064822	97.98000000

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This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 7/1/2022.
3. The Servicing Transfer Date is 8/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 7<sup>th</sup> day of June 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Income Opportunities Fund  
Trust II**

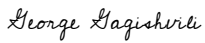
**By: Angel Oak Capital Advisors, LLC, not in its  
individual capacity but as Administrator to the  
Purchaser**

By: \_\_\_\_\_ 

Name: \_\_\_\_\_ Erin Rogers  
Head of Operations

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE  
CORPORATION**

By: \_\_\_\_\_ 

Name: \_\_\_\_\_ George Gagishvili

Title: \_\_\_\_\_ SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
201022162544	100.05500000
201022162096	97.86750000
201022162088	99.61750000
320022034593	100.77380000
201022161665	96.55500000
201022162305	103.18000000
100022001150	101.05500000
500022132459	99.05500000
201022162093	99.05500000
201022162150	97.55500000



## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is April 1, 2022.
3. The Servicing Transfer Date is May 1, 2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any

Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 14<sup>th</sup> day of April 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Maple Mortgage Trust II**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_  \_\_\_\_\_

Name: \_\_\_\_\_ Erin Rogers \_\_\_\_\_

Title: \_\_\_\_\_ Head of Operations \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: Joaquin C Torre \_\_\_\_\_

Name: Joaquin C Torre \_\_\_\_\_

Title: EVP, Capital Markets \_\_\_\_\_

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
320022018612	101.01000000
201021161362	103.01000000
201021161506	96.76000000

## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is May 1, 2022.
3. The Servicing Transfer Date is June 1, 2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any

Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 19<sup>th</sup> day of April 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Maple Mortgage Trust II**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: Joaquin C Torre \_\_\_\_\_

Name: Joaquin C Torre \_\_\_\_\_

Title: EVP, Capital Markets \_\_\_\_\_

Annex 1 to  
Assignment & Conveyance Agreement

<u>Seller Loan No.</u>	<u>Purchase Price</u>
320021128488	95.610000
320022019722	100.985000
320021127988	102.235000
320022019416	97.860000
320021127159	100.210000
201021161098	97.860000
320021128446	102.235000
320022018735	101.860000
320021115935	98.760000
320021128458	97.860000
320022010879	96.510000
320021128091	99.860000
320021128169	98.910000
320021127198	103.110000
320021115943	100.985000
320021100581	97.360000
320021127643	99.910000
320022018779	99.985000
320022018571	103.360000
201022161612	96.910000
201022161593	103.160000
320021128247	97.860000
320022010046	100.510000
320021127167	97.510000
201022161577	99.110000
320021126441	97.410000
320021128484	98.710000
320021128029	99.210000
320021128278	100.960000
320021127393	92.840000
320021126670	95.610000
320021127000	102.735000
320022019080	97.260000



## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 7/1/2022.
3. The Servicing Transfer Date is 8/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 2<sup>nd</sup> day of June 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Fund TRS**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: Erin Rogers \_\_\_\_\_

Name: Erin Rogers  
Head of Operations

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: George Gagishvili \_\_\_\_\_

Name: George Gagishvili

Title: SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

<u>Seller Loan No.</u>	<u>Purchase Price</u>
320022019883	102.75000000

## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 7/1/2022.
3. The Servicing Transfer Date is 8/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 9<sup>th</sup> day of June 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Angel Oak Mortgage Income Opportunities Fund  
Trust II**

**By: Angel Oak Capital Advisors, LLC, not in its  
individual capacity but as Administrator to the  
Purchaser**

By: \_\_\_\_\_



Name: \_\_\_\_\_

Erin Rogers  
Head of Operations

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE  
CORPORATION**

*George Gagishvili*

By: \_\_\_\_\_

Name: \_\_\_\_\_ George Gagishvili

Title: \_\_\_\_\_ SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
320022035996	103.99250000
320022035480	101.55500000
320022036207	102.30500000
320022046528	103.05500000
201022162145	100.05500000
320022022642	102.43000000
201022162268	102.30500000
600122001057	102.43000000
320022035172	101.71130000
320022021427	91.05500000
500022132956	100.80500000
201022162373	101.30500000
320022047440	102.05500000
320022047033	103.55500000
320022035849	102.93000000
320022035987	102.68000000



## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is April 1, 2022.
3. The Servicing Transfer Date is May 1, 2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any

Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 5<sup>th</sup> day of April 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Third Mortgage Trust**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_



Name: \_\_\_\_\_

Erin Rogers

Title: \_\_\_\_\_

Head of Operations

**FIRST GUARANTY MORTGAGE CORPORATION**

By: \_\_\_\_\_



Name: George Gagishvili

Title: SVP, Finance

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
201021161491	96.98000000
201021161478	102.88000000
201022161551	101.33000000
600122000431	99.38000000
120021145587	97.39000000

## **ASSIGNMENT AND CONVEYANCE AGREEMENT**

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Mortgage Loan Purchase Agreement, dated as of March 30th, 2022 (the “Purchase Agreement”), between First Guaranty Mortgage Corporation (the “Seller”) and the Purchaser named below (the “Purchaser”). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement.

The Seller and the Purchaser hereby confirm that they have reached agreement on the purchase and sale, on a servicing released basis, of the Mortgage Loans described on Annex 1 attached hereto on the terms and conditions set forth below and in the Purchase Agreement (which terms and conditions are incorporated herein by this reference), as follows:

1. The Purchase Price Percentage for each of the Mortgage Loans is set forth on Annex 1 attached hereto opposite its respective loan number.
2. The Cut-off Date is 6/1/2022.
3. The Servicing Transfer Date is 7/1/2022, or such other date as is mutually agreed by the parties.
4. The Servicing Fee Rate is 0% per annum.
5. For purposes hereof, the Mortgage Loan Schedule shall mean the schedule of Mortgage Loans delivered in conjunction with this Assignment and Conveyance Agreement in electronic format.
6. The Seller agrees that it will have each Mortgage Loan reviewed by a Rating Agency approved third party reviewer due diligence firm acceptable to the Purchaser (the “TPR Firm”) in accordance with Rating Agency approved securitization diligence requirements for Credit, Property Valuation, Regulatory Compliance and Data Integrity and in accordance with the statement of work to be provided by the Seller to the Purchaser for its review and approval (such due diligence scope of work, the TPR Firm review findings, the TPR Firm reports and the related reliance letter are herein collectively referred to the “TPR Securitization Diligence Results”).
7. The Seller shall provide the final TPR Securitization Diligence Results for each Mortgage Loan to the Purchaser for its review and approval within thirty (30) days after the date hereof.
8. The parties hereby agree that a breach (a “Diligence Breach”) shall be deemed to have occurred under the Purchase Agreement with respect to any Mortgage Loan (a) that has not been assigned either an “A” or “B” final Rating Agency event grade for each Rating Agency by the TPR Firm, (b) for which a final Rating Agency event grade is not provided by the TPR Firm for each Rating Agency within thirty (30) days after the date hereof or (c) as to which satisfactory

TPR Securitization Diligence Results are not provided to the Purchaser within thirty (30) days after the date hereof.

9. Within three (3) Business Days after request by the Purchaser, the Seller shall repurchase at the related Repurchase Price any Mortgage Loan as to which a Diligence Breach has occurred.

Accordingly, on this 31<sup>th</sup> day of May 2022, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all right, title and interest of the Seller in and to the Mortgage Loans listed at Annex 1 pursuant to the terms of the Purchase Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of the date first written above.

**Third Mortgage Trust**

**By: Angel Oak Capital Advisors, LLC, not in its individual capacity but as Administrator to the Purchaser**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST GUARANTY MORTGAGE CORPORATION**

By: George Gagishvili \_\_\_\_\_

Name: George Gagishvili \_\_\_\_\_

Title: SVP, Finance \_\_\_\_\_

Annex 1 to  
Assignment & Conveyance Agreement

Seller Loan No.	Purchase Price
320022022727	97.62500000
320022035489	101.00000000
201022161708	104.00000000
320022034356	98.37500000
201022162331	103.00000000
201022162215	96.87500000
320022033767	102.00000000
320022035436	102.00000000
201022161966	98.00000000
320022023144	101.75000000
320022033673	101.00000000
320022046540	99.12500000
320022034030	103.00000000
320022035054	102.25000000
320022033780	98.37500000
320022035056	100.25000000
201022161928	96.50000000
320022022712	101.50000000
320022035033	104.00000000
320022033870	101.00000000
320022033899	99.12500000
600022000143	98.75000000
201022162457	101.00000000
201022162159	100.25000000
320022034570	101.50000000
320022033698	99.12500000
320022021747	101.00000000
201022162069	100.25000000
320022010897	95.75000000
320022034989	103.50000000
320022033421	101.25000000



Buyer	SourceLoanID	OriginatorLoanID	Seller	6/30 UPB or Purchased UPB	TransactionDate	Price	NoteRate	RepurchaseDate	NextDueDate as of 6/30	AmountOwed	Holdback	Offset	NetOwed	Reason	AssociatedDoc
THIRD	812004229	201021161478	FGMC	313,841.71	4/5/2022	102.8800	5.7500	6/30/2022	7/1/2022	322,830.22	9,057.60	5,506.02	308,266.60	Failed DD	Assignment Conveyance FGMC - TMT 4.5.2022 signed
AOMFTRS	812004230	201022161640	FGMC	2,636,362.79	4/5/2022	98.6800	4.2500	6/30/2022	5/1/2022	2,619,925.80	-	64,936.05	2,554,989.75	EPD	
AOMFTRS	812004263	320021126616	FGMC	145,483.57	4/7/2022	102.4300	5.1250	6/30/2022	7/1/2022	148,998.11	3,543.64	2,384.85	143,069.62	Failed DD	Assignment Conveyance FGMC - AOMFTRS 4.7.2022 (003)
AOMFTRS	812004265	320021115913	FGMC	135,386.32	4/7/2022	102.7300	5.3750	6/30/2022	7/1/2022	139,062.15	3,704.47	2,284.68	133,073.01	Failed DD	Assignment Conveyance FGMC - AOMFTRS 4.7.2022 (003)
MAPLE2	812004827	201021161515	FGMC	311,331.34	4/12/2022	101.7600	5.6250	6/30/2022	6/1/2022	318,221.49	5,485.33	5,388.14	307,348.02	EPD	
MAPLE2	812004852	201021161362	FGMC	338,904.44	4/14/2022	103.0100	5.6250	6/30/2022	7/1/2022	349,052.51	10,223.06	7,828.92	331,000.53	Failed DD	Assignment Conveyance FGMC - MMT 4.14.2022
MAPLE2	812004822	320022018735	FGMC	340,856.52	4/19/2022	101.8600	5.5000	6/30/2022	8/1/2022	345,582.12	6,354.30	3,897.38	335,330.44	Failed DD	Assignment Conveyance FGMC - MMT 4.19.2022
MAPLE2	812004816	320022019722	FGMC	448,107.13	4/19/2022	100.9850	5.7500	6/30/2022	7/1/2022	452,449.41	4,418.55	7,878.23	440,152.63	Failed DD	Assignment Conveyance FGMC - MMT 4.19.2022
MAPLE2	812004823	320021115935	FGMC	557,164.98	4/19/2022	98.7600	4.7500	6/30/2022	6/1/2022	552,388.06	-	11,684.92	540,703.14	EPD	
AOMFTRS	812005289	320021126607	FGMC	486,479.60	5/24/2022	100.5000	5.7500	6/30/2022	7/1/2022	488,834.30	2,432.40	8,534.76	477,867.14	Failed DD	Assignment Conveyance FGMC - 5.24.2022 AOMFTRS
AOMFTRS	812005326	320022019712	FGMC	506,250.00	5/24/2022	100.5000	5.7500	6/30/2022	7/1/2022	508,700.39	2,531.25	7,277.34	498,891.80	Failed DD	Assignment Conveyance FGMC - 5.24.2022 AOMFTRS
AOMFTRS	812005293	600122000744	FGMC	2,943,750.00	5/24/2022	100.7500	5.8750	6/30/2022	7/1/2022	2,965,347.72	22,078.13	44,236.40	2,899,033.19	Failed DD	Assignment Conveyance FGMC - 5.24.2022 AOMFTRS
AOMFTRS	812005286	320022021512	FGMC	263,207.61	5/26/2022	101.0000	6.0000	6/30/2022	7/1/2022	265,795.82	2,629.46	4,748.42	258,417.94	Failed DD	AOC - Assignment Conveyance FGMC - AOMFTRS 5.26.2022 FE
AOMFTRS	812005334	201022161930	FGMC	227,226.65	5/26/2022	98.0000	5.0000	6/30/2022	7/1/2022	222,650.56	-	3,663.81	218,986.75	Failed DD	AOC - Assignment Conveyance FGMC - AOMFTRS 5.26.2022 FE
THIRD	812005502	320022035056	FGMC	890,000.00	5/31/2022	100.2500	6.2500	6/30/2022	7/1/2022	892,070.49	2,225.00	13,906.25	875,939.24	Failed DD	Assignment Conveyance FGMC 5.31.2022 TMT FE
THIRD	812005496	320022023144	FGMC	340,000.00	5/31/2022	101.7500	6.8750	6/30/2022	7/1/2022	345,885.07	5,950.00	7,791.67	332,143.40	Failed DD	Assignment Conveyance FGMC 5.31.2022 TMT FE
AOMFTRS	812005280	320022019883	FGMC	1,327,758.88	6/2/2022	102.7500	6.8750	6/30/2022	8/1/2022	1,356,411.73	36,513.37	17,474.30	1,302,424.06	Failed DD	Assignment Conveyance FGMC - Sweep 6.2.2022
AOMIOFT2	812005617	100022001150	FGMC	1,498,395.41	6/7/2022	101.0550	5.6250	6/30/2022	8/1/2022	1,506,945.63	15,808.08	17,269.67	1,473,867.87	Failed DD	Assignment Conveyance FGMC AOMIOFT2 6.7.2022
AOMIOFT2	812005613	500022132956	FGMC	380,582.97	6/9/2022	100.8050	5.5000	6/30/2022	8/1/2022	381,844.18	3,063.70	4,326.56	374,453.92	Failed DD	Assignment Conveyance FGMC - Sweep 6.9.2022
AOMIOFT2	812005602	320022035996	FGMC	228,478.92	6/9/2022	103.9925	8.6250	6/30/2022	8/1/2022	235,904.01	9,122.03	3,558.37	223,223.61	Failed DD	Assignment Conveyance FGMC - Sweep 6.9.2022
										14,418,899.77					14,029,182.66