

EXHIBIT

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1 FENNEMORE CRAIG, P.C.
Cathy L. Reece (005932)
2 Keith L. Hendricks (012750)
3003 N. Central Ave., Suite 2600
3 Phoenix, Arizona 85012
Telephone: (602) 916-5343
4 Facsimile: (602) 916-5543
Email: creece@fclaw.com

5 Attorneys for ML Manager LLC

6 IN THE UNITED STATES BANKRUPTCY COURT
7 FOR THE DISTRICT OF ARIZONA

8 In re
9 MORTGAGES LTD.,
10 Debtor.

Chapter 11

Case No. 2:08-bk-07465-RJH

**ORDER TO ALLOW FILING OF
CONFIDENTIAL BACK-UP TO
ALLOCATION MODEL UNDER SEAL, TO
SET UP PROCEDURE FOR AN *IN CAMERA*
INSPECTION OF CONFIDENTIAL
DOCUMENTS, AND FOR A PROTECTIVE
ORDER**

15 Pursuant to ML Manager's Motion (1) For Order To Allow Filing Of Confidential
16 Back-Up To Allocation Model Under Seal, (2) To Set Up Procedure For An In Camera
17 Inspection Of Confidential Documents, and (3) For A Protective Order, and for good
18 cause appearing,

19 The Court Finds as follows:

20 A. ML Manager has demonstrated good cause for the Court to establish
21 procedures for filing of documents under seal, the establishment of an *in camera* or non-
22 public forum for consideration of certain evidence, and the issuance of a protective order
23 to protect the confidential and proprietary nature of certain back-up information, including
24 the associated Schedules (the "Confidential Information"), for the Allocation Model
25 submitted by ML Manager.
26

1 B. ML Manager and the Investors, as defined by the Plan of Reorganization as
2 confirmed in this matter, have significant interests in the Confidential Information that
3 would be harmed and unduly and unnecessarily prejudiced by the public disclosure of the
4 Confidential Information.

5 C. The prejudice created by the public disclosure of the Confidential
6 Information outweighs any interests in public disclosure.

7 D. This Order creates an adequate procedure to allow an objection or challenge
8 to identification of any information as Confidential Information and further Court order on
9 the disclosure of such information.

10 Accordingly, the Court hereby ORDERS, ADJUDICATES AND DECREES:

11 1. ML Manager shall be entitled to file under seal any back-up information,
12 schedules or other materials associated with its Allocation Model that it determines to be
13 of confidential or proprietary nature (the "Confidential Information").

14 2. In any such filing, each page of the Confidential Information shall be clearly
15 stamped or marked "Confidential."

16 3. ML Manager shall file a Notice in connection with any filing under seal
17 generally identifying the nature of the Confidential Information. Any party wishing to
18 object to the designation of the Confidential Information may do so within three (3)
19 business days of the filing of such Notice (the "Objection"). The Court will consider such
20 Objection and, if necessary or appropriate, issue a Minute Entry with a briefing schedule
21 and hearing date to consider the Objection. No further briefing or argument on the
22 Objection will be necessary or allowed unless ordered by the Court.

23 4. Any consideration of the Confidential Information at a hearing shall be done
24 *in camera* or in a non-public forum. Only parties who have demonstrated that they have
25 standing to address an issue raised by the Confidential Information and a legitimate need
26 to consider such Confidential Information that outweighs the prejudice to ML Manager

1 and/or the Investors shall be parties to such a hearing and permitted to attend. The
2 transcript from any such hearing shall be designated as "Confidential" and shall be sealed
3 pending further order of the Court.

4 5. This Order shall constitute a Protective Order and the production of
5 Confidential Information shall only be available to Investors who execute the
6 Confidentiality Agreement attached hereto. Violation of the Confidentiality Agreement
7 shall constitute a violation of this Order.

8 6. Any Investor or counsel representing an Investor desiring to receive a
9 redacted copy of the Confidential Information may do so by agreeing in writing to be
10 bound by the Confidentiality Agreement following which, ML Manager shall provide the
11 a copy of the Confidential Information without any information related to projections,
12 assumptions and forecasts of revenue that the loans and assets at issue may generate (the
13 "Revenue Assumptions"). Any Investor or counsel representing an Investor who execute
14 the Confidentiality Agreement may inspect the Revenue Assumptions at the office of
15 counsel for ML Manager, or during a hearing, but copies of the Revenue Assumptions
16 will not be disbursed.

17 7. If ML Manager or any other party objects to the presence of any individual
18 or party at a hearing, or to the disclosure of any Confidential Information to any person or
19 party, the objector may file an objection in the form set forth above and the procedure set
20 forth above shall govern, or shall be ruled upon at said hearing. ML Manager shall not
21 need to produce any Confidential Information until the objection is resolved.

22 ORDERED, SIGNED AND DATED AS STATED ABOVE.
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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated as of _____, 2010 (the "Effective Date"), is between ML Manager, LLC ("ML Manager"), and _____ (collectively, the "Investor Parties"). ML Manager and the Investor Parties are hereinafter referred to individually as a "party" and collectively as "parties".

WHEREAS ML Manager has filed with the Bankruptcy Court in Case No. 2:08-bk-07465-RJH, In re Mortgage Ltd. (the "Bankruptcy Case") a brief and certain material associated with its "Allocation Model" at Docket ___ that describes the methodology for allocating to Investors certain costs and expenses (the "Allocation Brief");

WHEREAS, the Allocation Brief contains Confidential Information (as defined below) relating to the parties;

WHEREAS the ML Manager desires to cooperate with the Investor Parties yet all parties desire to limit the use and disclosure of such Confidential Information;

WHEREAS the Court in the Bankruptcy Case has ordered that the Confidential Information only be produced to parties who have agreed to this Confidentiality Agreement;

Therefore, in consideration of the covenants hereinafter set forth, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. "Confidential Information" means (a) any information, whether communicated or stored in written, electronic, verbal, or other form, identified by ML Manager and stamped with a legend or otherwise indicating its confidential information, and (b) any Work Product using any of the information described in clause (a) above, but excludes (i) information that was, is or becomes generally available to the public other than as a result of a disclosure by the Investor Parties or any of their Representatives in breach of this Agreement and (ii) information that was within the possession of the Investor Parties or any of their Representatives prior to being furnished by ML Manager or its Representatives pursuant hereto or is lawfully obtained by the Investor Parties or any of their Representatives thereafter from a source that, in each case, as far as ML Manager or such Representatives are aware, is not, by virtue of such disclosure, in breach of any obligation of confidentiality of such source with respect to such information.

ML Manager shall identify and designate each page of the Confidential Information by placing a legend, stamp, or other means that clearly indicates that such information is subject to this Agreement. The Confidential Information shall include,

without limitation, all schedules, back-up information, assumptions, or projections associated with the Allocation Model.

2. Revenue Assumptions

All projections, assumptions and forecasts of revenue that the Loans and other assets may generate as described in the Allocation Model (the "Revenue Assumptions") shall be redacted from the Confidential Information. The Investor Parties may inspect, review and consider the Revenue Assumptions at the offices of Fennemore Craig, 3003 North Central Avenue, Suite 2600, Phoenix AZ, upon reasonable (at least 48 hours) notice, but the Investors Parties may not copy or otherwise take or retain the Revenue Assumptions in any written or electronic form.

3. Restrictions.

(a) All Confidential Information, including the Revenue Assumptions, made available to the Investor Parties will remain the exclusive property of ML Manager. The Investor Parties shall not use any of the Confidential Information or Revenue Assumptions except to evaluate the claims and issues associated with the Allocation Model, and, if the Investor Parties subsequently decide to utilize such information in the Bankruptcy Case, the Investor Parties hereby promises and agrees that any such documents shall be filed under seal and the terms and conditions made the subject of this Agreement shall continue to control. Additionally, the Investor Parties shall not use, quote or disclose in any way the substance of any of the Confidential Information in any pleadings or other documents filed with the Court unless the pleading or the relevant part is also filed under seal and the term and conditions made the subject of this Agreement shall continue to control.

(b) The Investor Parties shall restrict access to Confidential Information to themselves or their attorneys or professionals (collectively referred to herein as the "Representatives") with a need to know the Confidential Information in order to fulfill the purpose of this Agreement. The Investor Parties shall inform their Representatives of the confidential nature of the Confidential Information, shall cause the Representatives to treat the Confidential Information confidentially and shall be responsible for a breach of this Agreement by its Representatives.

(c) The Investor Parties shall not disclose any Confidential Information to third parties without ML Manager's prior written consent, and subject to the third party executing a confidentiality agreement in a format acceptable to ML Manager.

4. Maintenance of Confidentiality. The Investor Parties shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of the Confidential Information.

5. Legal Disclosure. The Investor Parties shall be permitted to disclose Confidential Information if compelled to so pursuant to a final non-appealable order or subpoena from a court or other government agency of competent jurisdiction or by operation of law, but only provided that the Investor Parties first provide ML Manager with prompt notice of such request so that ML Manager may seek an appropriate protective order. In the absence of a protective order, the Investor Parties shall cooperate with ML Manager to resist or limit the disclosure. The Investor Parties shall disclose only that portion of the Confidential Information that it is advised in writing by counsel that it is obligated to disclose; provided, however, that to the extent permitted by law, ML Manager agrees to provide the Investor Parties written notice of the Confidential Information to be disclosed as far in advance as practicable.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". ML MANAGER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION OR THE REVENUE ASSUMPTIONS.

7. Return of Materials. Upon termination or resolution (appeals and all) of the State Court Case, whichever is sooner, the Investor Parties shall return to ML Manager all of the Confidential Information and shall destroy all copies, notes and other writings prepared by the Investor Parties and their advisors and Representatives which relate to the Confidential Information. At ML Manager's, the Investor Parties will furnish a signed certificate certifying that any Confidential Information not returned has been destroyed.

8. No License. Nothing in this agreement is intended to grant the Investor Parties any rights in or to the Confidential Information.

9. Term. The term of this Agreement shall begin to run as of the date executed by the Investor Parties and remain in effect until termination of or resolution (appeals and all) of the Bankruptcy Case, whichever is sooner. The obligations of the Investor Parties shall survive termination of this Agreement until such time as the particular Confidential Information falls within one of the exclusions set forth in Section 4 above.

10. Remedies. In the event of any breach or threatened breach of this Agreement by either party, its advisors or Representatives, each party recognizes that any remedy at law will be inadequate and agrees that the other party shall be entitled to temporary and/or permanent injunction relief for any such breach. Each party hereby consents to the entry of such temporary and/or permanent injunctive relief without requiring the other party to post a bond.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by both parties. This Agreement may be signed in counterparts, and

delivered by facsimile, and such facsimile counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged.

12. Severability. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

13. Enforcement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof. If any provision of this Agreement is held invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law.

14. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered via overnight air courier or certified mail, return receipt requested to the following addresses or such other address as the party to whom notice is to be given shall have previously notified the other party in writing:

IF TO ML MANAGER: Keith L. Hendricks
Fennemore Craig, PC
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

IF TO THE
INVESTOR PARTIES: _____

15. Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought exclusively before the Bankruptcy Court, and each party hereto consents to jurisdiction and venue before such court.

ML Manager

Investor Parties

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Investor Parties

By: _____

Name: _____

Title: _____

Investor Parties

By: _____

Name: _____

Title: _____

Investor Parties

By: _____

Name: _____

Title: _____

Investor Parties

By: _____

Name: _____

Title: _____