
**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

Between

TAYLOR, BEAN AND WHITAKER
("Seller")

and

CENTURION ASSET PARTNERS, INC.
("Purchaser")

Effective
August 21, 2009

REAL ESTATE

PURCHASE AND SALE AGREEMENT

This REAL ESTATE OWNED PURCHASE AND SALE AGREEMENT (“Agreement”) dated and effective August 21, 2009, between **Taylor, Bean and Whitaker** (“Seller”), with its principal place of business at 315 NE 14th Street, Ocala, FL 3440 and **Centurion Asset Partners, Inc.**, (“Purchaser”), with its principal place of business at 3225 McLeod Dr., Suite 100, Las Vegas NV 89121; furthermore Seller and Purchaser are hereinafter jointly referred to as the “Parties” or individually the “Party”.

WITNESSETH:

WHEREAS, Seller is the owner of each of the Property identified on the Property Schedule (as such terms are defined below) that will be provided by Seller, with Seller having full power and authority to sell the Property to Purchaser.

WHEREAS, Seller desires to sell and Purchaser desires to purchase Seller’s right, title and interest in and to each of the Property.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings specified below.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

“**Asset Purchase Price**” has the meaning set forth in Section 2.2.

“**Deed**” has the meaning set forth in Section 6.1.

“Hazardous Substances” means those substances included within the definitions of any one or more of the terms “hazardous substances,” “hazardous materials,” “toxic substances,” and “hazardous waste” in any federal, state or local law or regulation relating to materials causing a threat to human health or safety or the environment, including CERCLA (42 U.S.C. Section 9601 et seq.), RCRA (42 U.S.C. Section 6901 et seq.), the Hazardous Materials Transportation Act (49 U.S.S.C. Section 1801 et seq.) and the Clean Water Act (13 U.S.S.C. Section 1321 et seq.).

“Owner” has the meaning that Seller is on title of said property or has an ownership interest in said property, and is used for convenience of the Parties in purchasing said properties.

“Person” means an individual, corporation, partnership, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

“Purchase Price” has the meaning set forth in Section 2.2.

“Property” means each real property identified on the Property Schedule to be provided Seller, including any permanently affixed buildings and fixtures thereon and all accessions thereto (including installations of mechanical, electrical, plumbing, heating and air conditioning systems located in and affixed to such buildings), and all additions, alterations and replacements thereto.

“Property Schedule” means the schedule of Real Property attached hereto, such schedule setting forth the following information with respect to each Real Property: (a) Seller’s asset number; (b) the street address of the Real Property including the city, state and zip code; (c) the Asset Purchase Price; and, (d) the Aggregate Purchase Price.

“Repurchase Price” means the amount paid by Seller to Purchaser for a repurchased Property, as calculated in Section 7.2.

“Sale Date” means the date on which the individual purchase price for a Property is received by Seller in the form of a wire transfer and the Deed from Seller to Purchaser is delivered.

Section 1.2. Other Definitional Provisions; Terms of Construction.

(a) Accounting terms not otherwise defined in this Agreement have the meanings given to those terms under GAAAP.

(b) Defined terms may be used in the singular or the plural, as the context requires.

(c) References to Sections, Exhibits, Schedules and like references are to Sections, Exhibits, Schedules and the like of this Agreement unless otherwise expressly provided or to be provided at later time.

(d) The words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation.”

(e) Unless the context in which it is used otherwise clearly requires, the word “or” has the inclusive meaning represented by the phrase “and/or.”

(f) Unless the context in which it is used otherwise clearly requires, all references to days, weeks and months mean calendar days, weeks and months.

ARTICLE II PURCHASE AND SALE OF PROPERTY

Section 2.1. Purchase and Sale of Property. Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, all right, title and interest in and to the Property as set forth in Exhibit A attached hereto and incorporated by this reference. The Parties agree that the date of this agreement is August 21, 2009 and that the actual final closing date is September 15, 2009.

Section 2.2. Purchase Price. The total purchase price for the assets is the sum of Five Hundred Forty-Eight Million Four Hundred Eighty-two Thousand One Hundred Six Dollars and Sixty Cents (**\$548,482,106.60**) which is at the agreed rate of 68% of the List price. The agreed List Price is the amount of Eight Hundred Six Million Five Hundred Ninety-One Thousand Three Hundred Thirty-three Dollars and Thirty-Five Cents (**\$806,591,333.35**). The Seller has agreed to also pay the sum of 3½ % for (Intermediary fees) fees.

The Parties also agree that in the event that the present listed price for any property purchased by Purchaser is less than the listed price showing in Exhibit A, then Purchaser shall be credited the difference of the two list prices and pay 68% of the lesser price instead of the higher amount.

Section 2.3. Payment. The Asset Purchase Price for each REO shall be paid on the Sale Date for such REO by wire transfer in immediately available United States funds as directed by Seller as set forth herein. The Parties have agreed that given the size of the transaction and the scope of this transaction, deed and monies will be transferred on a state by state basis. The Parties will work together to assure that each state will be fully transferred to Purchaser and all requisite monies transferred prior to the next state will be initiated. The Parties will work with Escrow to identify the order of the states that are transferred. If the Closing Date for any Property shall not occur due to Seller's inability to comply with the Agreement with respect to such Property, the parties shall nevertheless commence and consummate closings for other Properties in successive states.

Section 2.4. Escrow. The Parties acknowledge that for purposes of facilitating this transaction they have employed the services of The Law Office of Caelo T. Marroquin, Esq, Escrow Division (“Escrow”). Furthermore it is understood that Seller is utilizing Clear Title of Florida as their facilitator to assure that Seller's obligations are being fully met and that Clear Title of Florida shall act as a liaison on behalf of Seller for this transaction. The information for the companies is as follows:

Clear Title of Florida
110 Park Lake Street
Orlando, FL 32803
Office: (407) 937-2220
Fax: (407) 937-2223

The Law Office of Caelo T. Marroquin, Esq
Escrow Division
PO Box 638
Alameda, CA, 94501

Payment for the use of the services of Purchaser's Escrow shall be the sole responsibility of Seller, excluding all recording costs. It has been represented by Escrow that those costs shall be \$150.00 per deed prepared.

Section 2.5. Wire Information. All monies paid to facilitate this transaction shall be sent to Escrow at The Law Office of Caelo T. Marroquin, Esq. Wiring instructions for escrow are as follows:

Wells Fargo Bank
South Shore Alameda Office
MAC A0220-011
2260 Otis Drive
Alameda, CA. 94501
Phone Number. (510) 464-2141direct.
Routing Number: .
Account Number: .
Account Name: The Law Office of Caelo T. Marroquin, Esq, Escrow Division.

Section 2.6. Apportionment. Seller has no responsibility for any amounts due, paid or to be paid relating to any REO related expenses after the Sale Date. Purchaser must credit Seller with all utility security deposits paid by Seller to any utility company for which service is being transferred to Purchaser. Purchaser acknowledges and agrees that the Purchase Price represents full and final settlement of Seller's obligations under this section.

ARTICLE III GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Purchaser as of the Sale Date of each Property:

Section 3.1. Due Formation and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 3.2. Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. Seller has the right to sell their interest in each individual REO property. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action. This Agreement is the binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, fraudulent conveyance or other similar laws relating to or affecting creditor's rights generally and moratorium laws from time to time in effect, and by equitable principles restricting availability of equitable remedies.

Section 3.3. Litigation. There is no litigation, proceeding, claim, demand or governmental investigation pending or, to Seller's actual knowledge, threatened, nor is there any order, injunction or decree outstanding against or relating to Seller, which would materially impair the ability of Seller to perform its obligations hereunder. The Parties understand that given the state of the national economy and the housing industry as a whole that there is the always a potential issue that one or more issues may arise in the event of a bankruptcy filing.

ARTICLE IV SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO THE PROPERTY

With respect to each Property, Seller represents and warrants to Purchaser as of its Sale Date:

Section 4.1. Liens and Encumbrances. Purchaser is aware that since these are foreclosed properties, there may be liens or other encumbrances still existing on a given property. While Seller is not aware of any liens or encumbrances at this time, should Parties become aware of the existence of such liens after closing, Seller shall do the following within thirty (30) days of Purchaser giving notice; 1) work to terminate the discovered lien or encumbrance and provide an owner's title policy at no cost to the Purchaser; or 2) refund the purchase price attributable to said property. Purchaser shall give notice in writing to Seller of any such property within sixty (60) days of the closing; thereafter Purchaser waives any further right to pursue their options under this paragraph and accepts the property with such liens and encumbrances as existed at the time of closing.

Section 4.2. Good Title. As of the Sale Date, the property has not been assigned or pledged by Seller and Seller is either the agent of the Owner who has title or Seller is the owner of record of the REO properties and has good and marketable title thereto, free and clear of any and all liens or encumbrances (except as otherwise set forth in Section 4.1), and any and all equities, participation interests, claims, pledges, charges, or security interests of any nature, subject to no interest or participation of, agreement with, or approval of any other party, to sell, assign and transfer the same pursuant to this Agreement.

Section 4.3. No Litigation. There is no pending, or to the actual knowledge of Seller

threatened, claims or litigation involving Seller and/or related to the Property that could materially and adversely affect Purchaser's right, title or interest in it, other than as may be set forth in data or files made available to Purchaser by Seller prior to the Sale Date.

Section 4.4. Occupancy. Seller will transfer its right, title and interest in and to the Property to Purchaser on the Sale Date. However, possession of the Property may not be delivered to Purchaser on the Sale Date, and Seller makes no representations or warranties as to the occupancy status of any Property as of said date.

Section 4.5. Contractual Obligations. It shall be Seller's sole obligation to cancel any executory Property-related contract or listing agreement pertaining to the Property as of its Sale Date, and to pay any commissions, fees or penalties incurred thereby.

Section 4.6. Location of Improvements. Except as may be set forth in data or files made available to Purchaser by Seller prior to the Sale Date, or identified in an opinion of value (including, but not limited to, a broker price opinion or appraisal) or other data obtained or gathered by or otherwise available to Purchaser prior to the Sale Date through its own due diligence, to Seller's actual knowledge, no improvement located on the Property lies outside the boundaries and building restriction lines of such real property; no improvements on an adjoining property encroach upon the Property; and no Property or any improvement that is located thereon is in violation of any applicable laws, including zoning and building laws and ordinances. Except as may be set forth in data or files made available to Purchaser by Seller prior to the Sale Date, or identified in an opinion of value (including, but not limited to, a broker price opinion or appraisal) or other data obtained or gathered by or otherwise available to Purchaser prior to the Sale Date through its own due diligence, to Seller's actual knowledge, each Property is properly zoned for its intended use as a residential property.

Section 4.7. Code Violation Notices. Seller has notified Purchaser of current code violation notices in its possession relating to the Property and shall forward same to Purchaser for sixty (60) days following Sale Date.

Section 4.8. Complete Property Destruction. Purchaser is aware that since these are foreclosed properties, there may be complete property destruction, gutted homes or extensive fire damage existing on a given property.

ARTICLE V GENERAL REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the date of the Sale Date:

Section 5.1. Due Formation and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 5.2. Authority and Capacity. Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The