

The Law Office of Caelo T. Marroquin
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Molly William
Escrow Division Manager

REO BULK PACKAGE SALE

ESCROW INSTRUCTIONS

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; furthermore Seller and Purchaser are hereinafter jointly referred to as the "Parties" or individually the "Party" and shall be subject to the following escrow instructions agreed to by the parties:

- 1. THE FOLLOWING IS A MATTER OF AGREEMENT BETWEEN PARTIES ONLY. ALL PARTIES ARE AWARE AND ACKNOWLEDGE THAT ESCROW HOLDER(S) SHALL NOT BE CONCERNED NOR HELD LIABLE FOR THE ITEMS BELOW. ESCROW HOLDERS AND THEIR EMPLOYEES SHALL BE RELIEVED OF ANY AND ALL LIABILITY IN CONNECTION WITH DISBURSEMENT OF FUNDS. ALL PARTIES ARE AWARE THE DISBURSEMENT IS BEING MADE AS AN ACCOMMODATION ONLY, ESCROW HOLDER WILL NOT VERIFY, GUARANTEE OR PROVIDE ANY WARRANTIES OF ANY KIND EXPRESS OR IMPLIED.**
- 2. DISBURSEMENT OF FUNDS SHALL BE MADE IN ACCORDANCE WITH THE AGREED INSTRUCTIONS AND UPON ESCROW HOLDER RECEIPT OF ALL PARTIES SIGNED MUTUAL ESCROW INSTRUCTIONS.**

Molly Williams, of The Law Office of Caelo T. Marroquin, is hereby authorized to hold and take charge of all funds in keeping with above stated sales transaction in which Purchaser has placed 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.

3. 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.
4. 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.

5. Purchaser and Seller agree that the Escrow Agent shall not be responsible for any penalties, less of principal or interest, or the consequences of a delay in withdrawal of the Deposit, if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. Seller and Purchaser also agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.
6. The Parties agree that the Escrow Company shall not be responsible for any penalties, less of principal or interest, or the consequences of a delay in withdrawal of the Deposit, if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. The Parties also agree that Escrow Companies shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.
7. The Escrow Company shall have no duties or responsibilities except those set forth herein, which the parties hereto agree are ministerial in nature. The Parties acknowledge that the Escrow Company is serving without compensation, solely as an accommodation to the parties hereto, and except for the gross negligence or willful misconduct of the Escrow Company, they shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Company. In no event shall the Escrow Company shall be liable for any lost profits or for any incidental, special, consequential or punitive damages whether or not the Escrow Agent knew of the possibility or likelihood of such damages. The Parties hereby agree to jointly and severally indemnify and hold harmless the Escrow Company Agent and its successors and assigns from and against any and all Liabilities asserted against them in connection with this Agreement, other than those Liabilities caused by the gross negligence or willful misconduct of the Escrow Company or such indemnified party.

IN WITNESS WHEREOF, each of the undersigned parties to these Escrow Instructions has caused these instructions to be duly executed by one of its duly authorized officers or members, all as of the date first written above.

BUYER:
CENTURION ASSET PARTNERS, INC.

By Tara Bonelli
Tara Bonelli
CEO
Centurion Asset Partners, Inc.

SELLER:
TAYLOR, BEAN AND WHITAKER

By [Signature]