Section 9.9. Severability. In case any provision in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Section 9.10. Relationship of Parties. The relationship between Seller and Purchaser is limited to that of seller of Property on the part of Seller and of purchaser of Property on the part of Purchaser, and Seller is not, and may not represent to third parties that it is acting as, an agent for and on behalf of Purchaser.

Section 9.11. Facsimile Signatures. Facsimile signatures to this Agreement shall be considered the same as original signatures for all purposes.

Section 9.12. Time of the Essence. The Parties to this Agreement acknowledge and understand that time is of the essence.

Section 9.13. Break-up Fee and Return of Deposit. In the event that ~~all of the conditions required for~~the Properties are sold at the Auction pursuant to the Procedures Order, then in such event, the Purchaser shall, in addition to payment of the Break-up Fee~~,~~ as set forth in the Procedures Order, ~~are fully and absolutely fulfilled, Purchaser shall~~also be entitled to a return of ~~its~~the Deposit.

~~**Section 9.14 Title to Property; Liens and Encumbrances.** Notwithstanding anything contained herein to the contrary, Seller shall only be obligated to convey title to Properties in such state of title (and subject to such exceptions) as is authorized by the Bankruptcy Code. The parties acknowledge that Seller will submit motions to the Bankruptcy Court to allow Seller to convey to Purchaser title to the Properties in such state of title (and subject to such exceptions) as is required hereunder, but the conveyance is subject to entry of an order by the Bankruptcy Court approving such conveyance.~~

Section 9.14 Intentionally Deleted.

Section 9.15. Intentionally Deleted.

Section 9.16. Assignment. This Agreement shall be binding upon and enforceable against and shall inure to the benefit of the successors and assigns of the Parties hereto. Purchaser shall have the right and authority to assign this Agreement or any of Purchaser's rights hereunder prior to the Closing to any person, partnership, corporation, or other entity provided that Purchaser shall remain obligated for performance of all terms and conditions of this Agreement. Any assignment shall be in writing and Purchaser shall furnish an executed copy of such assignment to Seller.

Section 9.17. Confidentiality / Delivery of Documents. Subject to the applicable rules relating to ~~Seller's bankruptcy filing~~the Bankruptcy Case and any legal disclosure obligations of Seller relating ~~to such matters.~~thereto, (a) all information disclosed by Purchaser to Seller or by

Seller to Purchaser in connection with this Agreement or the ~~transactions contemplated hereby~~Transactions, shall be and remain confidential~~, and~~; (b) Purchaser and Seller agree to retain them in confidence and to require their respective employees, consultants, professional representatives~~,~~ and agents to retain said information in confidence~~.~~; and (c) Purchaser shall be entitled to disclose such information relating to a particular Property or Properties to potential purchasers from Purchaser of one or more of the Properties. Neither party will use or disclose to others, nor permit the use or disclosure of, any such confidential information obtained from or revealed by the other party. In the event this Agreement is terminated without the Closing of the ~~transaction contemplated hereby~~Transactions, each ~~party~~Party shall remain obligated under this Section and Purchaser shall forthwith deliver to Seller (without retaining copies thereof) any and all documents or other written information obtained from Purchaser in connection with the Agreement and the ~~transaction contemplated hereby~~Transactions. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

~~**Section 9.18. Indemnity by Purchaser.**~~ **Section 9.18. Intentionally deleted.**

~~(a) Purchaser agrees to indemnify and hold harmless Seller from and against any and all losses, cost, damages, claims and expenses (including reasonable attorneys' fees) which Seller may sustain at any time by reason of (i) any debt, liability or obligation of Purchaser, or (ii) the breach or inaccuracy of or failure to comply with, or the existence of any facts resulting in the inaccuracy of, any of the warranties, representations, covenants or agreements of Purchaser contained in this Agreement or in any agreement or document delivered pursuant hereto or in connection herewith or with the closing of the transactions contemplated hereby.~~

~~(b) In the event Seller receives notice of a claim for which it will seek indemnification, Seller shall promptly notify Purchaser in writing of such claim. Purchaser shall have the right to assume the defense of such action at its cost with counsel reasonably satisfactory to Seller. Seller shall have the right to participate in such defense with its own counsel at its cost.~~

Section 9.19. Default By Purchaser; Liquidated Damages.

IN THE EVENT THE TRANSACTIONS HEREUNDER FAIL TO CLOSE ON ACCOUNT OF PURCHASER'S DEFAULT, AND PURCHASER AND HAS FAILED TO CURE SUCH DEFAULT OR BREACH ~~WITHIN ANY APPLICABLE CURE PERIOD DESCRIBED IN SECTION 3.2 ABOVE~~, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES IN THE EVENT PURCHASER FAILS TO PURCHASE THE PROPERTIES IN ACCORDANCE HEREWITH. THEREFORE PURCHASER AND SELLER AGREE A SUM EQUAL TO THE THEN EXISTING AMOUNT OF DEPOSIT REPRESENTS ALL SELLER'S COST WITH RESPECT TO THIS TRANSACTION, THE LOSS OF OTHER OPPORTUNITIES TO SELLER AND THE PROPERTY TAX AND INTEREST BURDEN OF CARRYING THE PROPERTY DURING THE PERIOD THE PROPERTY IS KEPT OFF THE MARKET AS A RESULT OF THIS AGREEMENT. SELLER AGREES TO ACCEPT THE SUM OF THEN EXISTING AMOUNT OF THE DEPOSIT ~~MADE TO THAT DATE~~ HEREUNDER AS ITS SOLE REMEDY IN FULL SATISFACTION OF SELLER'S DAMAGES. IT IS THE INTENT OF THE PARTIES THAT ~~THE~~THEN EXISTING

AMOUNT OF THE DEPOSIT ~~MADE TO THAT DATE~~ SHALL BE THE FULL AGREED LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER AND ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES ARE EXPRESSLY WAIVED BY SELLER, EXCEPT AS PROVIDED BY THE RIGHT TO INDEMNIFICATION UNDER SECTION 3.8 ABOVE. SELLER HEREBY WAIVES THE PROVISIONS OF ANY STATUTES WHICH ARE INCONSISTENT WITH THE INTENT OF PURCHASER AND SELLER AS SET FORTH HEREIN.

Section 9.20. Effective Date. Upon the occurrence of Effective Date, Seller and Purchaser shall memorialize the occurrence thereof in a written instrument executed by both Parties. In addition, if Purchaser does not execute this Agreement and deliver a counterpart thereof to Seller, and also deliver the Deposit to the Escrow Agent, within two (2) days after Seller executes and delivers a counterpart of this Agreement to Purchaser, then Seller's counterparts may be withdrawn by Seller upon written notice to Purchaser.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned parties ~~to this Agreement~~ has caused this Real Estate Purchase And Sale Agreement to be duly executed by one of its duly authorized officers or members, all as of the ~~date first written aboveset forth below~~Effective Date.

~~[signatures on following page]~~

PURCHASER:

Address for ~~noticenoticesnotices~~:

3225 Mc Leod Drive, Suite 100
Las Vegas, NV 89121
Fax No.: 775-882-1136

CENTURION ASSET PARTNERS, INC., a Nevada corporation

By: _____
Name: Tara Bonelli
Title: President
~~Date:~~ _____

SELLER:

Address for notices:

315 NE 14th Street
Ocala, FL 34470
Fax No.: 847.583.1426

TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation

By: _____
Printed Name: Neil Luria
Title: Chief Restructuring Officer
~~Date:~~ _____

Exhibit A

Property Schedule

[to be attached ~~to this page~~]

Exhibit B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is entered into this _____ day of _____, 2009, by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("Seller"), CENTURION ASSET PARTNERS, INC., a Nevada corporation ("Purchaser"), and FIDELITY NATIONAL TITLE INSURANCE COMPANY ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser are parties to that certain Real Estate Purchase and Sale Agreement (the "Contract") to which this Agreement is attached as Exhibit C, with respect to certain real property more particularly described in the Contract; and

WHEREAS, Section 3.2(b) of the Contract provides for the payment of _____ Dollars ($_____) to Escrow Agent as the "Deposit" under the Contract to be held, invested and disbursed by Escrow Agent in accordance with the Contract and this Agreement; and

NOW, THEREFORE, for and in consideration of the agreements set forth in the Contract and the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Delivery of Deposit. Purchaser has delivered to Escrow Agent the Deposit by wire transfer, and Escrow Agent hereby acknowledges receipt of said Deposit.

2. Investment of Deposit. Escrow Agent hereby agrees to hold, administer and disburse the Deposit pursuant to this Agreement. Escrow Agent shall either (a) deposit the Deposit in a non interest-bearing account with Escrow Agent's regular national banking association or state chartered bank or (b) upon the written direction of Seller and Purchaser, deposit the Deposit in a money market or similar deposit account with Escrow Agent's regular national banking association or state chartered bank. All interest or other income shall be part of the Deposit and shall be disbursed in the same manner as the balance of the Deposit. Purchaser's Federal Identification Number for purposes of this Agreement and the reporting of any accrued interest is _____.

3. Disbursement of Deposit. Upon (i) receipt by Escrow Agent of written notice and certification from either of Seller or Purchaser (which such party, as the case may be, is hereinafter referred to as the "Notifying Party" and the other of either Seller or Purchaser, as the case may be, is hereinafter referred to as the "Non-Notifying Party") to Escrow Agent (and with a copy of such notice to be directed to the Non-Notifying Party), that there exist certain conditions or facts which under the Contract entitle the Notifying Party to receipt of the Deposit, or any portion thereof, from Escrow Agent; and (ii) a failure by Escrow Agent to receive within ten (10) days after receipt thereof, a written notice and certification from the Non-Notifying Party as to the non-existence of the conditions or facts certified by the Notifying Party, then the

Escrow Agent shall disburse the Deposit, or such portion thereof as may be applicable, to the Notifying Party. In the event the Escrow Agent does receive a notice and certificate from the Non-Notifying Party referenced in (ii) above, then Escrow Agent shall tender the Deposit into the registry or custody of any court of competent jurisdiction in United States Bankruptcy Court for the Middle District of Florida (and Seller and Purchaser hereby consent to jurisdiction and venue in said court in all matters relating to said Deposit or this Agreement), together with such legal pleadings as it deems appropriate, and shall thereupon be discharged from all liability hereunder.

4. Compensation and Liability of Escrow Agent. Escrow Agent shall be entitled to a fee in the amount of $_____ for its services hereunder with respect to the Deposit, which shall be paid by Purchaser. Escrow Agent shall be liable only to hold the Deposit and to deliver same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement, or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any property then held by it under this Agreement, and in so doing, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (i) the right of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the property involved herein or affected hereby, or (ii) all differences shall have been adjusted by agreement between Seller and Purchaser and Escrow Agent shall have been notified in writing of such agreement signed by Seller and Purchaser. Further, Escrow Agent shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit into the United States Bankruptcy Court for the Middle District of Florida for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

5. FDIC Insurance. Purchaser and Seller confirm their understanding and agreement that that the Deposit will be deposited in Escrow Agent's national banking association or state chartered. bank (the "Bank") in its normal trust account (the "Account"), that the Deposit will be commingled with moneys of others in the Account, that the moneys held in the Account will exceed available FDIC insurance, and that the Purchaser and Seller have no right to any FDIC insurance in preference of others having rights in moneys within the Account. Purchaser and Seller fully understand and accept the risk of full or partial loss of the Deposit or temporary unavailability of the Deposit (collectively, a "Loss") resulting from any Bank closing, Bank failure, or Bank insolvency, receivership, bankruptcy, dissolution or similar event or proceeding, and agree that the Escrow Agent shall have no responsibility or liability to the either of them for any Loss. Purchaser and Seller agree that the Purchaser shall bear the full risk of any Loss.

6. Indemnification. Except with respect to the negligence or intentional misconduct of Escrow Agent, Purchaser and Seller hereby indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including, without

limitation, costs of investigation and legal counsel fees which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder, including, without limitation, any interpleader action or other litigation arising from this Agreement or involving the subject matter hereof.

7. Notices. All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, or if such person is not available, the date such notice is left at the address of the person to whom it is directed, or (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Emery or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, with confirmation of receipt requested, or (iv) on the date the notice is delivered via facsimile, provided that a second copy of the notice is simultaneously sent pursuant to one of the other methods permitted by this provision. The initial notice address of each signatory to this Agreement is set forth below.

PURCHASER: Centurion Asset Partners, Inc.
3225 McLeod Drive
Suite 100
Las Vegas, Nevada 89121
Fax No.: 775-882-1136
Attention: Tara Bonelli

SELLER: Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, FL 34470
Fax No.: 847.583.1426
Attention: Neil Luria

ESCROW AGENT: Fidelity National Title Insurance Company
Atlanta National Title Services Office
200 Galleria Parkway SE, Suite 2060
Atlanta, GA 30339
Fax: (770) 850-8222
Attention: Shawn A. Tidwell, Esq.

Each party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.