EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

Between

TAYLOR, BEAN AND WHITAKER ("Seller")

and

CENTURION ASSET PARTNERS, INC.

("Purchaser")

Effective August 21, 2009

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EXHIBIT A

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 Mc Leod 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. <u>Definitions</u>. As used in this Agreement, the following terms have the meanings specified below.
- "Affiliate" means, with respect to any Person, any other Person directly 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.

"<u>Person</u>" 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. <u>Purchase and Sale of Property.</u> 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. <u>Wire Information</u>. 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. <u>Apportionment</u>. 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. <u>Due Formation and Good Standing</u>. 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. <u>Litigation</u>. 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. <u>Liens and Encumbrances</u>. 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. <u>Contractual Obligations</u>. 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. <u>Code Violation Notices</u>. 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. <u>Complete Property Destruction</u>. 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. <u>Due Formation and Good Standing.</u> Purchaser is duly organized, validly existing and in good standing under the laws of its state of organization.
- Section 5.2. <u>Authority and Capacity</u>. Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The

execution and delivery of this Agreement and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary company action. This Agreement and any related agreements or instruments each constitutes a valid and legally binding agreement of Purchaser enforceable in accordance with its terms.

Section 5.3. No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of Purchaser's articles of organization or operating agreement, or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to Purchaser.

Section 5.4. Statements Made. No representation, warranty or written statement made by Purchaser in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished to Seller by Purchaser in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

Section 5.5. Evictions; Security Deposits; Personal Property. Purchaser acknowledges, understands and agrees that it is solely responsible for any eviction actions necessary to obtain possession of a Property, all in accordance with applicable law. Seller has no knowledge of any leases or any security deposits related to any Property and thus none will be transferred to Purchaser on any Sale Date. Purchaser further acknowledges, understands and agrees that it is solely responsible to any occupants for the return of the security deposit, if any, related to a Property, and for the proper handling of any personal property located at or in an Property, all in accordance with applicable law.

Section 5.6. Broker Fees. Purchaser is wholly and solely responsible to any investment banker, broker or finder it has employed who might be entitled to a fee or commission upon consummation of the transactions contemplated by this Agreement. In the event any such person or entity claims to be entitled to such a fee or commission from Seller, Purchaser agrees that it is solely responsible for paying the same and Purchaser must promptly pay any such fee or commission and indemnify Seller pursuant to Section 7.3.

Section 5.7. <u>Decision to Purchase</u>. Except as otherwise expressly set forth in this Agreement, neither Seller nor its parent, directors, officers, employees, agents, representatives, attorneys or contractors (collectively, "Seller Parties") have made any, guaranties, promises, statements, assurances or warranties, express or implied, to Purchaser including, without limitation, any pertaining to the suitability of the Property for any purpose, the profitability o owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Purchaser's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water,

sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any other past, present or future matter whatsoever.

Purchaser acknowledges and agrees that the Property and the data and files made available to it, together with Purchaser's ability to perform its own due diligence on the Property, were an adequate and sufficient basis on which to determine whether to purchase the Property and to base Purchaser's bid. Purchaser has made such independent investigations and engaged in such other due diligence as it deems to be warranted into the nature, validity, enforceability, collectability and value of the Property, and all other facts Purchaser deems material to its bid for and its purchase of the Property, and Purchaser is entering into this transaction solely on the basis of that investigation and Purchaser's own judgment.

Purchaser acknowledges and agrees that it has satisfied itself regarding the condition of the Property, and that the Property will be purchased "AS IS AND WITH ALL FAULTS." Purchaser shall assume the responsibility and risk of all defects to and conditions of the Property, including such defects and conditions, if any that cannot be observed by casual inspection. Seller and Purchaser acknowledge and agree that this disclaimer has been specifically negotiated, and that the Property will be sold in its then-present condition. Except to the extent of any express representations contained in this Agreement, Purchaser hereby releases the Seller Parties from any and all amounts, actions, demands, claims, costs, expenses, damages and liabilities (including, without limitation, attorneys' fees and costs) (collectively, the "Liabilities") relating to or arising from the condition or status of, or any other matter in any way pertaining to, the Property. Purchaser acknowledges and agrees that the release and discharge given by it hereunder to the Seller Parties extends to all such Liabilities described above, whether known or unknown, foreseen or unforeseen, patent or latent, which Purchaser may at any time have against the Seller Parties. The provisions of this Section shall survive the execution and delivery of any Quit Claim Deed delivered hereunder and the closing of the contemplated hereby.

ARTICLE VI TRANSFER OF INTEREST

Section 6.1. <u>Delivery of Seller Documents and Other Items</u>. On each Sale Date, Seller (or its designee) shall execute and deliver to Purchaser the following (collectively, "Seller's Closing Documents"):

- (a) An original, executed Bargain and Sale Deed, Special Warranty Deed, Quit Claim Deed or similar deed ("Deed"), or other beneficial ownership in a Land Trust or such other documents evidencing transfer of ownership of the properties between the Seller and Purchaser; provided that Seller has advised Purchaser that deeds may not be available for some period after closing, pending preparation and delivery of same from the foreclosing entity;
- (b) Such other documents as are customary and appropriate under local laws for recording in the land records in the jurisdiction in which the Property is located; and
 - (c) Keys for those Properties where keys are actually in Seller's possession.

- Section 6.2. <u>Delivery of Purchaser Documents and Other Items.</u> On the Sale Date, Purchaser will execute and/or deliver to Seller or to other applicable parties the following (collectively, "Purchaser's Closing Documents"):
 - (a) The Purchase Price in accordance with Article II of this Agreement.
 - (b) Such Affidavits of Purchaser or other documents, if any, as may reasonably be required by the closing agent to record Seller's Closing Documents.
- Section 6.3 <u>Further Assurances.</u> Each of Seller and Purchaser agrees to take, or cause to be taken, such acts, including execution and delivery of additional documents, instruments and agreements, as may be reasonably necessary or desirable to carry out the purposes of this Agreement and to consummate the transaction contemplated hereby. Purchaser is responsible for depositing the Deeds for recording in their respective counties as soon as practicable following the Sale Date, but no later than fourteen (15) calendar days after said date.

Section 6.4 Expenses; Liabilities.

- (a) Seller and Purchaser will, except as otherwise specifically provided herein, bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of their agents, representatives, counsel and accountants.
- (b) Except where otherwise allocated by law, and where such allocation may not be waived, any and all transfer taxes (or transfer stamps), recording fees, escrow fees and other customary closing costs associated with transferring an Property from Seller to Purchaser will be paid by the Purchaser.
- (c) Except as otherwise set forth in this Agreement, Seller is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property up to the Sale Date.
- (d) Except as otherwise set forth in this Agreement, Purchaser is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property after the Sale Date.

ARTICLE VII REMEDIES

- Section 7.1. <u>Indemnification by Seller</u>. Seller will indemnify and hold Purchaser and its officers, directors, employees and agents harmless from and against, and will reimburse it or them for, any and all third-party losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees and will defend it or them against any third-party claim, demand or litigation arising out of, in connection with or to the extent resulting from:
 - (a) any misrepresentation made by Seller, or any breach of warranty by Seller contained in this Agreement, or in any schedule or exhibit provided prior to close, which

misrepresentation or breach of warranty materially and adversely affects the value of an Property or materially and adversely affects the interest of the Purchaser in an Property; or

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Seller pursuant to this Agreement.

Section 7.2 <u>Cure or Repurchase of Assets regarding defect in title or ownership.</u> In the event Purchaser discovers that any of the representations and warranties made by Seller in this Agreement was not accurate in any material respect and such inaccuracy materially and adversely affects the value of an Property or the interest of Purchaser in an Property, or that there exists a basis to demand indemnification under Section 7.1 with respect to any Property, Purchaser must provide prompt written notice to Seller, accompanied by supporting documentation that reflects the issue discovered. Seller has thirty (30) days from the date it receives written notification from Purchaser to cure the breach in all material respects. In the event the breach is not cured within said time frame, at Purchaser's option, Seller will repurchase the affected Property, with the repurchase price ("Repurchase Price") equal to the sum of (a) the purchase price for the affected Asset as set forth on the Asset Schedule as provided by Seller prior to close, plus (b) any reasonable and customary out of pocket expenses incurred by Purchaser relating to the affected Asset, minus (c) any funds received by Purchaser relating to said Asset.

Any such repurchase by Seller will be accomplished by wire transfer within five (5) business days following the expiration of the thirty (30) day cure period. Seller will prepare the Deed or other transfer instrument and pay the costs and expenses reasonably incurred by Purchaser in effecting reconveyance of the repurchased Property back to Seller, including the cost of recording the Deed with respect to the related Property. Upon completion of such repurchase by Seller, Purchaser must promptly forward to Seller all files, records and any other documents received or generated relating to such repurchased Property in Purchaser's or any of its agent's or representative's possession or control. Should Seller fail to complete repurchase within fifty days from discovery or notice of the breach as set forth herein, the repurchase price shall be calculated as follows: (a) the purchase price for the affected Asset as set forth on the Asset Schedule as provided by Seller, plus (b) interest on such purchase price at the rate of five (5) percent per annum, from the Funding Date through the date of repurchase, plus (c) any reasonable and customary out of pocket expenses incurred by Purchaser relating to the affected Asset, minus (d) any funds received by Purchaser relating to said Asset.

Notwithstanding the above, all representations and warranties made by Seller in this Agreement with respect to a Property, together with the indemnification provisions set forth in Section 7.1 with respect to that Property, expire sixty (60) days after each Sale Date. It is further understood and agreed that the obligations of Seller set forth in this Section and the indemnification obligation of Seller set forth in Section 7.1, together, constitute the sole remedies available to Purchaser respecting a breach of the representations and warranties by Seller. In no event will Seller be liable for any additional damages, including consequential, punitive or exemplary damages, with respect to any breach.

- Section 7.3 <u>Limitation of Remedies Regarding Property-Related Expenses.</u>
 Purchaser acknowledges and agrees that the Purchase Price represents full and final settlement of Seller's obligation to pay delinquent property taxes or other assessments, homeowner's association dues, special assessments, utilities or other property-related expenses as set forth elsewhere herein.
- Section 7.4 <u>Indemnification by Purchaser</u>. Purchaser must indemnify and hold Seller, its shareholders and Affiliates and their respective officers, directors, employees and agents, harmless from and against, and must reimburse it or them for, any and all third-party losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees, and defend it or them against any third-party claim, demand, or litigation arising out of, in connection with or to the extent resulting from:
 - (a) any misrepresentation made by Purchaser, or any breach of warranty by Purchaser, contained in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished by Purchaser pursuant to this Agreement prior to close, which misrepresentation or breach of warranty materially and adversely affects the interest of Seller; or
 - (b) the non-fulfillment or non-performance of any covenant, condition or action required of Purchaser pursuant to this Agreement; or
 - (c) any act or omission of Purchaser, or any officer, employee, agent or representative of Purchaser or acting on its behalf, with respect to the servicing or maintenance of any of the Property or other action undertaken by Purchaser or any of its officers, employees, agents or representatives with respect to any of the Property, occurring either before or after the Sale Date.

ARTICLE VIII MISCELLANEOUS

Section 8.1. <u>Survival</u>. The representations, warranties, covenants and agreements contained in this Agreement with respect to each Property survive the Sale Date for that Property for a period of ninety (90) days following the Sale Date.

The representations and warranties of Seller in this Agreement are unaffected by and supersede any provision in any endorsement of any Property or in any Deed or assignment with respect to such Property to the effect that such endorsement or Deed or assignment is without recourse or without representation or warranty.

- Section 8.2. <u>Amendment</u>. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- Section 8.3. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 8.4. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

Section 8.5. <u>Rights Cumulative: Waivers.</u> The rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under any other documents executed between the parties or, except as otherwise modified herein, under law. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 8.6. Notices. All notices and other communications under this Agreement must be in writing (including a writing delivered by electronic transmission) and are deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by facsimile or email (if followed by a copy of the same being delivered to the other party by first class mail or reputable overnight courier); or (c) on the first following business day, if sent by United States Express Mail or other reputable overnight courier, in each case to the parties at the addresses set forth on the signature page(s) hereof or at such other addresses as shall be specified by like notice.

Section 8.7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California without reference to the choice of law principles thereof.

Section 8.8. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 8.9. Attorney's Fees. If either party becomes involved in litigation (including

bankruptcy proceedings) or other proceedings arising out of or relating to this Agreement, the court will award legal expenses (including reasonable attorney's fees, court costs and other legal expenses) to the prevailing party. The award for legal expenses will not be computed in accordance with any court schedule, but will be as necessary to fully reimburse all reasonable attorney's fees and other legal expenses paid or incurred in good faith, regardless of the size of the judgment or award, it being the intention of the parties to fully compensate for all the reasonable attorney's fees and other legal expenses paid or incurred in good faith. For the purpose of this Agreement, the terms "attorney's fees" or "attorney's fees and costs" mean the fees and expenses of counsel, printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of any attorney. The terms "attorney's fees" or "attorney's fees and costs" also include all reasonable fees and expenses incurred with respect to appeals, bankruptcy and other proceedings, and whether nor not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

Section 8.10. Severability. In the 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 8.11. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The foregoing notwithstanding, Purchaser's rights to cure and repurchase as set forth in Article 7 and elsewhere herein, and to apportionment of expenses as set forth in Section 2.5 and elsewhere herein, may be assigned.

Section 8.12. <u>Relationship of Parties</u>. 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 8.13. <u>Confidentiality</u>. Except as required by law or court order, the parties must keep confidential and must not divulge to any party, without the other party's prior written consent, the terms of this Agreement and the proposed transactions contemplated hereunder; except that either party may disclose such terms to its employees, officers, directors, shareholders, financial advisors, consultants, partners, Affiliates, lenders and attorneys who need to know such terms for purposes of evaluating the transaction or other proper business purpose.

Section 8.14. <u>Facsimile Signatures</u>. Facsimile signatures to this Agreement shall be considered the same as original signatures for all purposes.

Section 8.15. <u>Time of the Essence</u>. The parties to this Agreement acknowledge and understand that time is of the essence.

///

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

PURCHASER:

CENTURION ASSET PARTNERS, INC.

Address for notice:

3225 Mc Leod Drive, Suite 100 Las Vegas, NV 89121

Title: President

SELLER:

TAYLOR, BEAN AND WHITAKER

Address for notices:

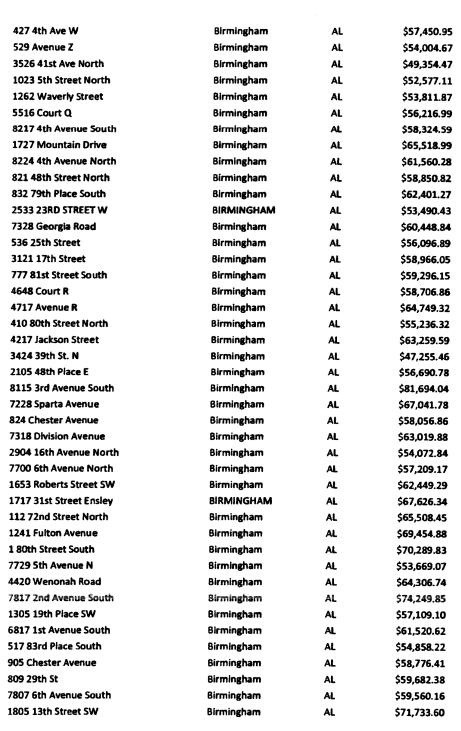
315 NE 14th Street, Ocala, FL 3440 Printed Name:

Title: LED

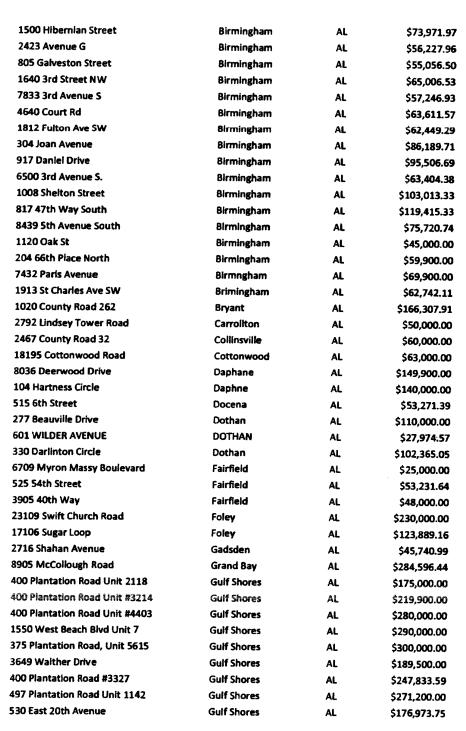
EXHIBIT A

Address	City	State	CurrentListPrice
218 Matt Morrow Drive	Arab	AL	\$85,500.00
16751 Carter Circle	Athens	AL	\$125,000.00
306 Tatom Ave	Atmore	AL	\$82,500.00
8821 Jack Springs Road	Atmore	AL	\$140,000.00
5110 5th Street South	Bessemer	AL	\$54,113.69
118 Woodward Drive	Bessemer	AL	\$47,222.17
540 Charleston Drive	Bessemer	AL	\$58,880.44
2600 6th Avenue	Bessemer	AL	\$55,042.92
116 Woodward Drive	Bessemer	AL	\$48,738.47
1233 24th St. North	Bessemer	AL	\$57,367.58
2012 SHADY LANE	BESSEMER	AL	\$88,330.48
630 Parson Drive	Bessemer	AL	\$166,960.04
411 72nd Street North	Birmingham	AL	\$25,000.00
7219 Division Avenue	Birmingham	AL	\$30,000.00
7405 4th Avenue North	Birmingham	AL	\$35,000.00
1225 Fulton Avenue	Birmingham	AL	\$40,000.00
7612 2nd Avenue South	Birmingham	AL	\$40,000.00
4209 40th Court North	Birmingham	AL	\$45,000.00
618 8th Avenue	Birmingham	AL	\$45,000.00
4424 15th Avenue	Birmingham	AL	\$49,900.00
8111 6th Avenue North	Birmingham	AL	\$50,000.00
910 Chester Avenue	Birmingham	AL	\$50,000.00
7608 5th Avenue North	Birmingham	AL	\$55,000.00
201 72nd Street North	Birmingham	AL	\$59,900.00
8216 Rugby Avenue	Birmingham	AL	\$59,900.00
7527 5th Avenue North	Birmingham	AL	\$60,000.00
200 86th Street North	Birmingham	AL	\$60,000.00
8120 6th Avenue North	Birmingham	AL	\$69,900.00
6816 1st Avenue South	Birmingham	AL	\$69,900.00
616 4th Avenue West	Birmingham	AL	\$69,900.00
1312 4th Court West	Birmingham	AL	\$69,900.00
315 18th Court NW	Birmingham	AL	\$99,900.00
3212 30th Court North	Birmingham	AL	
6611 Division Avenue	Birmingham	AL.	\$53,193.32
8312 7th Court South	Birmingham	AL	\$64,416.92
7605 1st Avenue South	Birmingham	AL	\$48,058.34
612 7th Street West	Birmingham	AL	\$63,628.52
808 49th Street North	Birmingham	AL	\$60,349.01
1300 15th Street SW	Birmingham		\$52,596.60
526 Oporto Madrid Blvd	Birmingham	AL	\$43,834.70
p minaria bisa	онтипупат	AL	\$52,675.68

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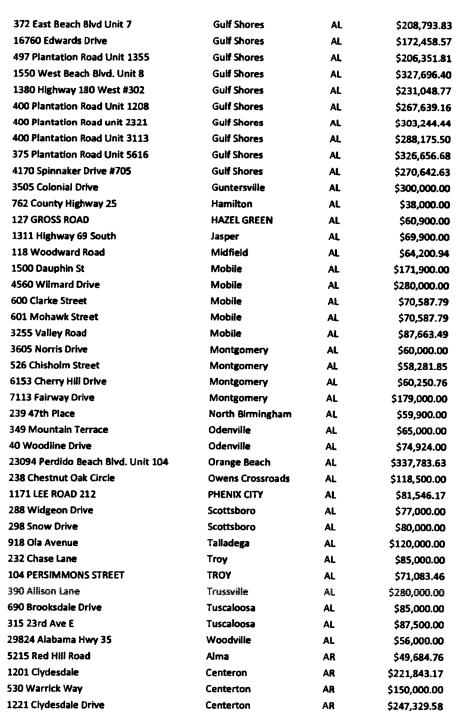


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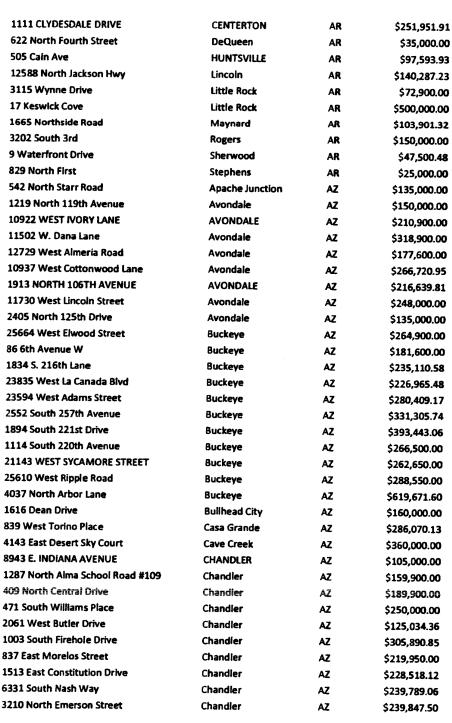
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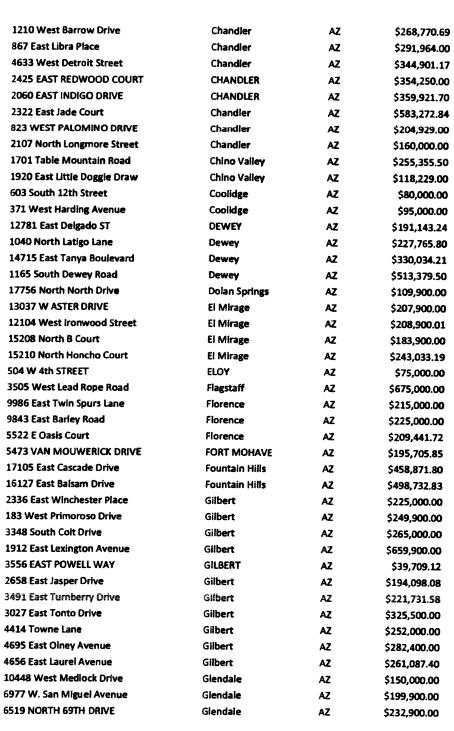
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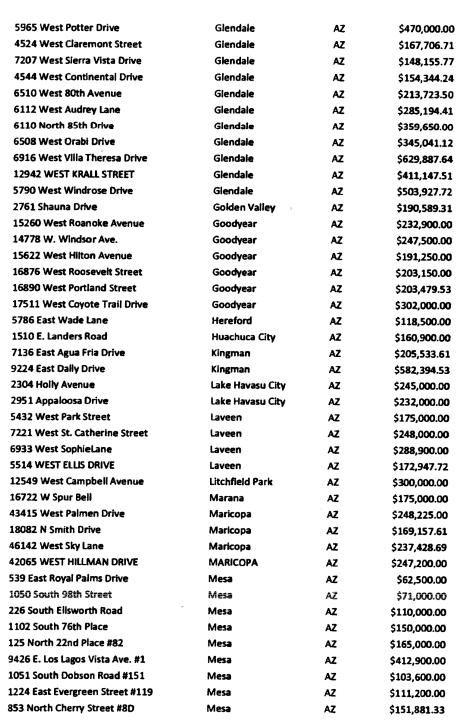
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709 East Harmont Drive	Phoenix	AŽ	\$249,900.00
3914 West Darrow Street	Phoenix	AZ	\$259,900.00
4111 West Waltann Lane	Phoenix	AZ	\$295,000.00
2419 West Yahoo Trail	Phoenix	AZ	\$300,000.00
2936 West Glen Haven Drive	Phoenix	AZ	\$325,000.00
6814 S. 29th Lane	Phoenix	AZ	\$339,900.00
35815 North 34th Avenue	Phoenix	AZ	\$350,000.00
1621 West Winter Drive	Phoenix	AZ	\$575,000.00
4034 East Adobe Drive	Phoenix	AZ	\$590,000.00
6401 West Clouse Drive	Phoenix	AZ	\$181,750.00
409 West Pontiac Drive #5	Phoenix	AZ	\$119,562.00
9142 West Palm Lane	Phoenix	AZ	\$256,017.38
4212 South 76th Avenue	Phoenix	AZ	\$204,000.00
4017 West Park Street	Phoenix	AZ	\$208,000.00
1107 East Grove Street	Phoenix	AZ	\$199,400.00
6531 South 16th Avenue	Phoenix	AZ	\$202,004.07
2828 West Campbell Avenue	Phoenix	AZ	\$135,973.03
3008 East Almeria Road	Phoenix	AZ	\$136,200.30
1625 North 48th Avenue	Phoenix	AZ	\$166,400.00
7416 West Monte Vista Road	Phoenix	AZ	\$143,596.12
4803 North 93rd Drive	Phoenix	AZ	\$239,642.85
6225 West Southgate Street	Phoenix	AZ	\$175,946.83
3402 North 32nd Street #162	Phoenix	AZ	\$150,309.82
7081 North 33rd Avenue	Phoenix	AZ	\$161,958.64
4142 West El Camino Drive	Phoenix	AZ	\$162,297.07
920 East Devonshire Ave #3028	Phoenix	AZ	\$173,924.56
14842 North 38th Street	Phoenix	AZ	\$166,400.00
4545 North 67th Avenue #1179	Phoenix	AZ	\$168,928.54
1840 E. Roeser	Phoenix	AZ	\$175,649.92
8422 WEST ALMERIA ROAD	Phoenix	AZ	\$176,000.00
833 East Seldon Lane	Phoenix	AZ	\$180,000.00
1302 East Pierce Street	Phoenix	AZ	\$171,004.81
8514 West Pierson Street	Phoenix	AZ	\$214,817.64
2047 North 39th Street	Phoenix	AZ	\$217,946.92
4147 EAST BEATRICE STREET	Phoenix	AZ	\$193,703.61
5515 West Heatherbrae Drive	Phoenix	AZ	\$194,249.03
11026 South Mandan Street	Phoenix	AZ	\$234,000.00
4207 West Harmont Drive	Phoenix	AZ	\$202,425.90
4846 EAST DESERT VIEW DRIVE	PHOENIX	AZ	\$217,241.47
3615 East Janice Way	Phoenix	AZ	\$216,336.53
3117 East Taro Lane	Phoenix	AZ	\$202,356.06
3422 West Carol Avenue	Phoenix	AZ	\$221,335.63
9003 South 16th Place	Phoenix	AZ	\$217,736.10



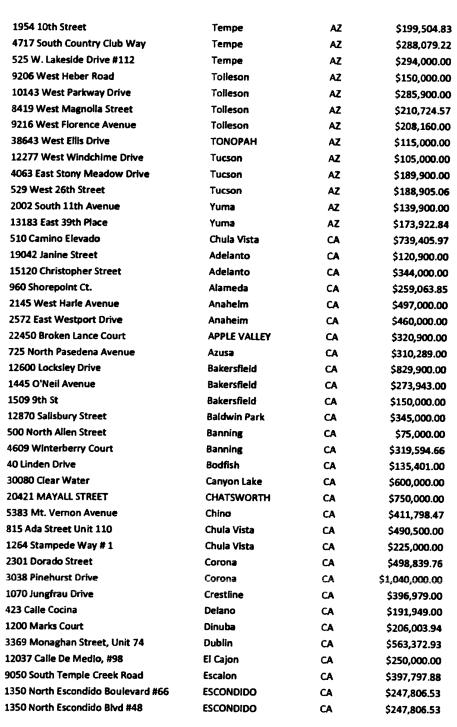


4445 EAST COCONINO STREET	Phoenix	AZ	\$224,730.97
3423 East Monterosa St	Phoenix	AZ	\$232,130.83
1624 East Villa Marla Drive	Phoenix	AZ	\$259,900.00
6445 South 8th Place	Phoenix	AZ	\$268,800.00
3533 West Saint Circle	Phoenix	AZ	\$266,400.00
7109 West Globe Avenue	Phoenix	AZ	\$282,956.06
2514 East Vista Drive	Phoenix	AZ	\$284,000.00
2241 East Pinchot Avenue #8c	Phoenix	AZ	\$287,979.88
2440 East Marilyn Road	Phoenix	AZ	\$293,704.47
12819 N 17TH AVENUE	PHOENIX	AZ	\$368,763.52
719 West Cloud Road	Phoenix	AZ	\$496,731.53
4727 East Via Montoya Road	Phoenix	AZ	\$471,693.21
22634 North 17th Street	Phoenix	AZ	\$483,801.85
7045 North 7th Avenue	Phoenix	AZ	\$684,661.45
32009 North 16th Avenue	Phoenix	AZ	\$846,125.92
1005 East Marco Polo Road	Phoenix	AZ	\$178,934.38
8941 West Osborne Road	Phoenix	AZ	\$172,000.00
4709 E. Tanglewood Drive	Phoenix	AZ	\$210,300.00
2927 E. Verbena Drive	Phoenix	AZ	\$291,484.54
547 South Adair Springs Lane	Pinetop	AZ	\$231,704.38
2425 WILD OAK TRAIL	Pinetop	AZ	\$560,000.00
4532 South Risky Road	Prescott	AZ	\$299,900.00
501 Mosher Lane	Prescott	AZ	\$455,000.00
5439 East Onyx Drive	Prescott	AZ	\$160,338.47
4975 East Gernstone Drive	Prescott	AZ	\$186,400.00
604 DOUGHERTY STREET	PRESCOTT	AZ	\$240,497.47
3011 Pleasant Valley Court	Prescott	AZ	\$304,269.59
315 Palo Verde Lane	Prescott	AZ	\$309,823.24
1890 Kensington court	Prescott	AZ	\$440,802.15
14716 North Holt Brothers Lane	Prescott	AZ	\$473,330.23
3870 West Borden Trail	Prescott	AZ	\$511,720.33
4667 North Miner Road	Prescott Valley	AZ	\$145,000.00
7242 E Night Watch Way	Prescott Valley	AZ	\$247,900.00
4290 West Kachina Way	Prescott Valley	AZ	\$205,483.88
4241 North Ridge Circle	Prescott Valley	AZ	\$314,803.04
7020 East Fox Circle	Prescott Valley	AZ	\$314,417.58
1073 East Nickelback Street	Queen Creek	AZ	\$200,000.00
31715 North Poncho Lane	Queen Creek	AZ	\$210,000.00
41193 North Rose Lane	Queen Creek	AZ	\$210,000.00
18662 East Cardinal Way	Queen Creek	AZ	\$325,000.00
20533 East Navajo Drive	Queen Creek	AZ	\$355,000.00
18510 East Mary Ann Way	Queen Creek	AZ	\$680,000.00
1079 East Desert Holly Drive	Queen Creek	AZ	\$155,100.00



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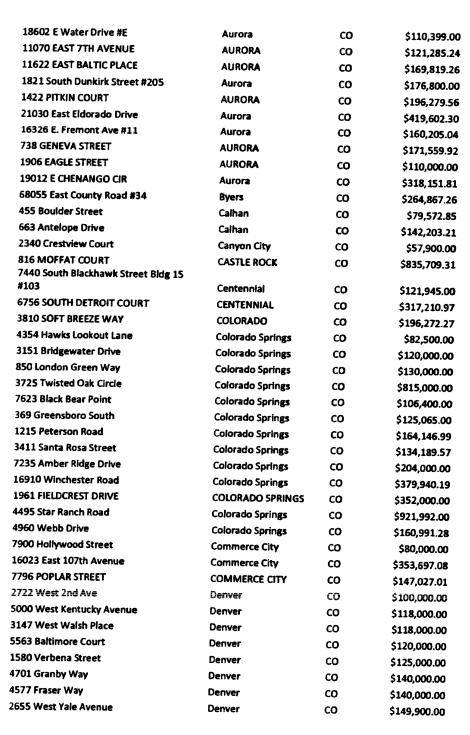
27669 Cariton Oak Street	Murrieta	CA	\$487,706.32
2621-2625 Grove Street	National City	CA	\$350,000.00
2268 Thistie Patch Road	Newcastle	CA	\$619,998.00
3537 BLUFF STREET	Norco	CA	\$410,925.24
3533 Temescal Avenue	Norco	CA	\$415,000.00
4828 Cleon Avenue	North Hollywood	CA	\$530,000.00
645 Ranger Street	Oakdale	CA	\$533,428.42
1243-1243 1/2 52nd Avenue	Oakland	CA	\$372,206.89
1233-1235 52nd Ave.	Oakland	CA	\$413,051.06
2077 Spring Brook Court	Oakley	CA	\$379,948.74
1454 East 5th Street #5	Ontario	CA	\$150,000.00
6351 Katrina Place	Palmdale Palmdale	CA	\$369,900.00
3240 Fairgreen Lane	Palmdale .	CA	\$479,900.00
38056 Lemsford Avenue	Palmdale Palmdale	CA	\$235,000.00
41009 KNOLL DRIVE	PALMDALE	CA	\$416,584.87
4326 Club Vista Drive	PALMDALE	CA	\$416,649.67
40242 Castana Lane	Palmdale	CA	\$385,000.00
1143 Samantha Drive	Paso Robies	CA	\$324,000.00
4810 Cedar Ravine Road	Placerville	CA	\$417,000.00
682 West 3rd Street	Pomona	CA	\$373,452.96
1402 Karesh Avenue	Pomona	CA	\$396,752.79
7324 Stonehaven Place	RANCHO CUCAMONGA	CA	\$378,573.65
	Rancho Santa		V = V =
10 Taos	Margarita	CA	\$495,000.00
337 Doyle Avenue	Rediands	CA	\$260,000.00
221 Georgia Street	Redlands	CA	\$295,000.00
1242 and 1244 Herald Street	Rediands	CA	\$169,365.15
859 Carlotta Court	Redlands	CA	\$300,000.00
326 Nordina Street	Rediands	CA	\$464,000.00
624 West Van Koevering Street	Rialto	CA	\$394,900.00
6325 Rathke Drive	Riverside	CA	\$215,000.00
1102 Clark Street	Riverside	CA	\$235,000.00
9399 Stirrup Street	Riverside	CA	\$300,000.00
3014 Redwood Drive	Riverside	CA	\$360,000.00
7920 Sherry Ln	Riverside	CA	\$420,000.00
5663 34TH STREET	RIVERSIDE	CA	\$345,705.00
2920 Prospect Ave	RIVERSIDE	CA	\$403,627.26
7971 SPRINGARDEN WAY	SACRAMENTO	CA	\$211,620.64
571 Greg Thatch Circle	Sacramento	CA	\$410,800.00
2142 Promise Way	Sacremento	CA	\$309,900.00
1149 Sea Kist Avenue	Salton City	CA	\$150,000.00
1337 Court Avenue	Salton City	CA	\$199,900.00
1124 Tia Juana Street	San Bernardino	CA	\$174,126.67

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3679 N. D STREET	San Bernardino	CA	\$329,042.57
8034 Linda Vista Road #20	San Diego	CA	\$220,000.00
1960 Kearney Avenue	San Diego	CA	\$374,197.49
3571 Deaver Lane	San Diego	CA	\$385,000.00
133 Lighthouse Court	San Jacinto	CA	\$190,000.00
1356 Vanguard Court	San Jacinto	CA	\$225,000.00
464 East Taylor Street	San Jose	CA	\$416,000.00
645 Heritage Circle	San Lorenzo	CA	\$340,000.00
222 Roma Avenue	San Marcos	CA	\$419,900.00
209 West Lake Drive # 1	San Marcos	CA	\$299,765.97
307 S Baker Street	Santa Ana	CA	\$540,000.00
1544 Elvado Drive	Simi Valley	CA	\$710,347.02
9722 San Juan	South Gate	CA	\$235,000.00
9013 Casterbridge	Stockton	CA	\$319,900.00
	Stockton	CA	\$75,572.01
3620 Townshend Circle	Stockton	CA	\$405,675.01
43102 Corte Argento	Tamecula	CA	\$250,000.00
2256 Moss Court 191	Thousand Oaks	CA	\$288,000.00
705 South Latimer Street	Tulare	CA	\$210,000.00
73944 Joshua Drive	Twentynine Palms	CA	\$254,621.63
281 Observatory Avenue	Ukiah	CA	\$380,900.00
178 Leeward Ct	Vacavill e	CA	\$554,900.00
23801 Woodpark Court	Valencia .	CA	\$607,210.63
226 Contra Costa Street	Vailejo	CA	\$445,000.00
5630 Gentry Avenue	Valley Village	CA	\$925,807.43
7628 Louise Avenue	VAN NUYS	CA	\$401,250.00
15757 Village Drive	Victorville	CA	\$220,625.02
920 Raintree Place	Vista	CA	\$130,000.00
837 N. West Knoll Drive #112	West Hollywood	CA	\$379,900.00
1024 Fremont Boulevard	West Sacramento	CA	\$182,244.00
1056 Juniper Drive	Willows	CA	\$190,000.00
58633 DREXEL ROAD	YUCCA VALLEY	CA	\$184,900.00
67 SKI ROAD	ALLENSPARK	co	\$132,000.00
15202 East Hampden Circle# F7	Aurora	co	\$75,000.00
8917 East 17th Avenue	Aurora	CO	\$105,000.00
2097 Hanover Street	Aurora	CO	\$125,000.00
386 Tucson Street	Aurora	co	\$162,900.00
3096 Wheeling Street	Aurora	co	\$175,000.00
3013 SOUTH ANDES STREET	AURORA	co	\$265,900.00
22574 EAST PEAKVIEW PLACE	AURORA	со	\$565,900.00
21619 East Briarwood Drive	Aurora	co	\$615,000.00
3022 South Wheeling Way Unit #309	Aurora	co	\$76,322.95
840 Victor Street	Aurora	со	\$108,000.00

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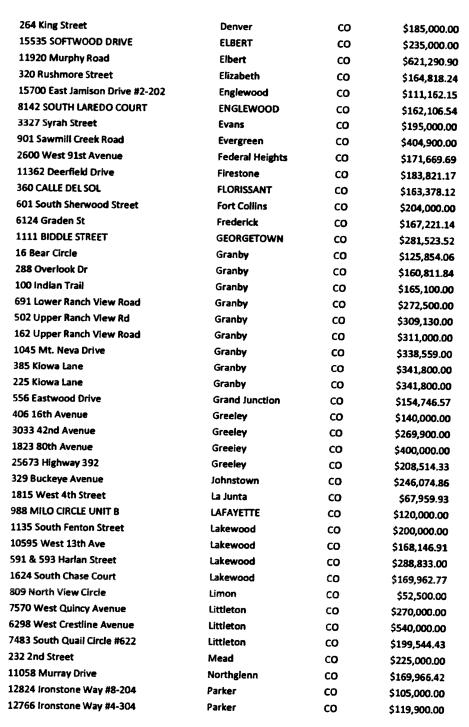
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5519 Sable Street	Denver	co	\$150,000.00
2655 South Linley Court	Denver	со	\$150,000.00
4945 Enid Way	Denver	co	\$153,000.00
5148 Chandler Way	Denver	CO	\$160,000.00
4885 Zuni Street	Denver	co	\$165,000.00
3607 Cook Street	Denver	co	\$170,199.63
7485 West Colorado Drive	Denver	CO	\$195,000.00
4192 Ireland Court	Denver	co	\$205,000.00
3515-3517 Leyden Street	Denver	co	\$240,000.00
5107 West 36th Avenue	Denver	co	\$250,000.00
3546 Tennyson Street	Denver	co	\$355,000.00
2100 Humboldt Street #101	Denver	co	\$379,900.00
6288 West Crestline Avenue	Denver	co	\$465,000.00
4035 Madison Street	Denver	co	\$142,397.66
4747 Grant Street	Denver	co	\$105,003.00
1884 SOUTH ELIOT STREET	DENVER	co	\$175,595.69
1018 South Quitman Street	Denver	co	\$141,511.06
8430 Clarkson Street	Denver	co	\$143,602.00
14951 PENSACOLA PLACE	DENVER	co	\$124,210.00
14560 EAST 45TH AVENUE	DENVER	со	\$133,941.57
19502 East 42nd Avenue	Denver	co	\$167,286.00
1811 South Java Way	Denver	co	\$152,000.00
4451 South Ammons Street, Unit 5-208	Denver	co	\$168,691.64
4451 South Ammons Street #4-201	Denver	co	\$132,888.00
4451 South Ammons Street #5-205	Denver	co	\$157,719.28
4451 South Ammons Street #5-301	Denver	co	\$167,727.56
4451 South Ammons Street Unit 5-202	Denver	co	\$168,829.64
3254-3258 St. Paul Street	Denver	co	\$196,000.00
14865 Robins Drive	Denver	co	\$164,800.00
2155 South Yates Street	Denver	co	\$168,749.89
3033 BLAKE STREET #128	DENVER	co	\$228,068.00
21329 East 50th Avenue	Denver	со	\$318,521.85
5187 LISBON WAY	DENVER	co	\$285,388.81
550 East 12th Avenue, Unit 503	Denver	co	\$294,001.53
2524 Champa Street # 3	Denver	co	\$292,000.00
1776 South Uinta Way	Denver	co	\$595,000.00
1650 Pearl Street Unit 19	Denver	co	\$78,514.40
4257 QUIVAS STREET	DENVER	c o	\$337,616.00
3300 West Jeweil Avenue	Denver	co	\$125,000.00
2500 Cherry Creek South Drive #124	Denver	co	\$425,000.00
1020 EAST 71ST AVENUE	Denver	со	\$127,991.00
5768 Alcott Street	Denver	co	\$159,356.58
1150 South Clay Street	Denver	co	\$219,877.00
•			7, W. F. L. W. W

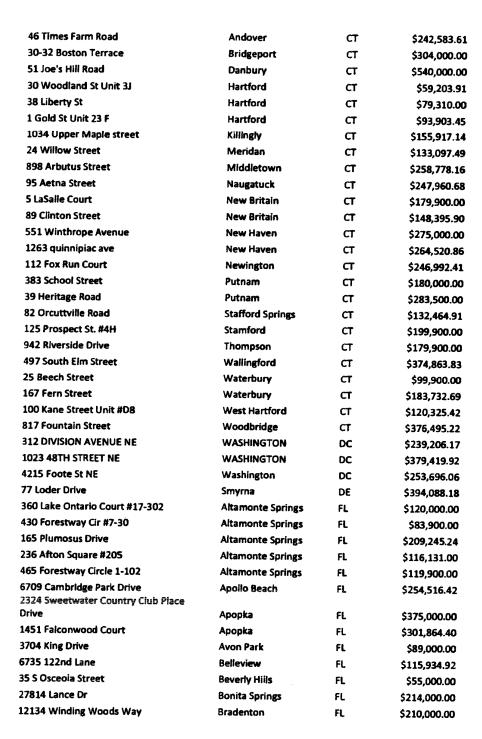
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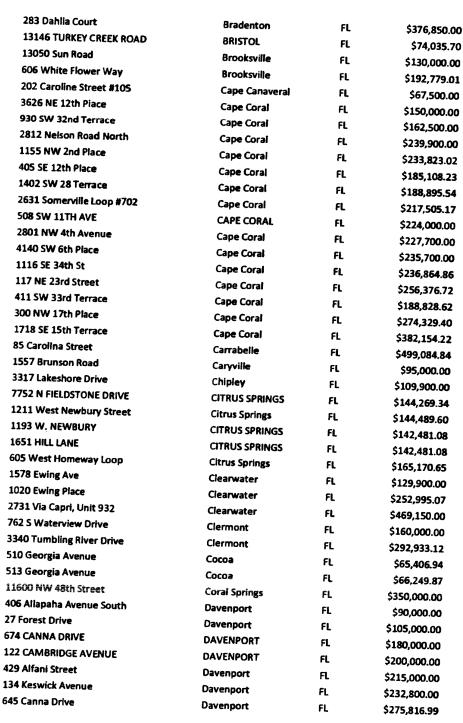
12016 Imputes a Mari Man 204			
12816 Ironstone Way #12-304	Parker	CO	\$119,900.00
12770 Ironstone Way #6-201	Parker	co	\$119,900.00
12760 Ironstone Way #1-302	Parker	co	\$125,000.00
12820 Ironstone Way #14-303	Parker	со	\$125,000.00
12824 Ironstone Way #8-101	Parker	CO	\$139,900.00
12760 Ironstone Way Unit 1-304	Parker	CO	\$99,012.00
12766 Ironstone Way #4-301	Parker	co	\$94,714.00
12764 ironstone Way Unit 3-204	Parker	co	\$90,103.00
12768 Ironstone Way #5-304	Park er	co	\$101,083.00
12760 Ironstone Way #1-104	Parker	co	\$103,425.00
12822 Ironstone Way # 7-301	Parker	co	\$109,013.41
12814 Ironstone Way Unit 11-304	Parker	co	\$118,608.02
12762 Ironstone Way # 2-301	Parker	со	\$109,305.96
12760 IronStone Way #1-204	Parker	co	\$119,661.75
12770 Ironstone Way #6-301	Parker	co	\$110,099.17
12770 Ironstone Way #6-302	Parker	co	\$131,585.00
12760 Ironstone Way Unit 1-303	Parker	co	\$121,520.00
12760 Ironstone Way Unit 1-202	Parker	C O	\$135,101.49
12760 ironstone Way Unit 1-101	Parker	co	\$137,951.86
12816 Ironstone Way Unit 203	Parker	CO	\$147,614.54
5487 Ben Park Circle	Parker	CO	\$246,542.69
12826 Ironstone Way #9-301	Parker	co	\$120,474.25
14730 Wagon Trail	Payton	co	\$312,000.00
7338 Owings Point	Peyton	CO	\$200,000.00
17240 Wagon Train Loop	Peyton	co	\$170,420.00
7395 Beinecke Point	Peyton	co	\$219,195.55
660 South Water Melon Drive	Pueblo	co	\$130,000.00
1622 Stone Avenue	Pueblo	co	\$91,939.60
100 Ray Avenue	Rifle	со	\$175,000.00
419 Wyoming	Sugar City	co	\$49,802.56
8840 Poze Blvd.	Thornton	co	\$118,500.00
8750 Faraday Street	Thornton	co	\$155,000.00
8924 Bruce Street	Thornton	co	\$148,798.62
1031 East 91st Avenue	Thornton	CO	\$156,800.00
7472 Dale Court	Westminister	co	\$130,000.00
3285 West 76th Avenue	Westminster	co	\$135,000.00
7476 Skyline Drive	Westminster	co	\$164,753.00
3131 West 95th Avenue	Westminster	CO	\$160,000.00
2789 Chase Street	Wheat Ridge	co	\$162,698.2 8
1540 Sandy Lane	Windsor	CO	\$356,000.00
411 Crystal Beach Drive	Windsor	co	\$509,494.00
400 Crystal Beach Drive	Windsor	CO	\$739,973.00
1536 Sandy Lane	Windsor	co	\$413,789.90

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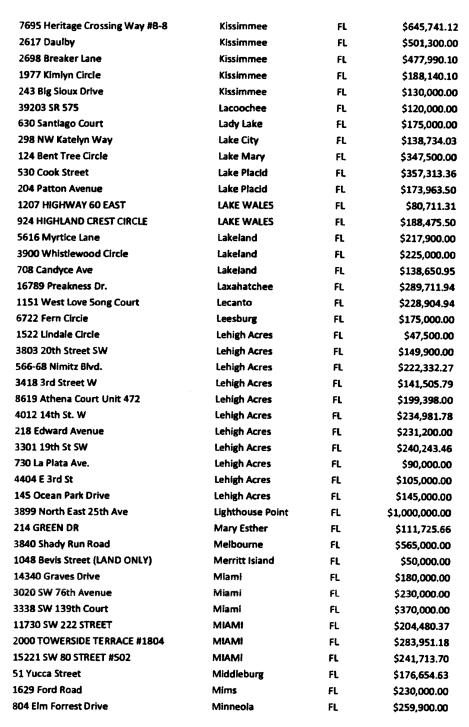


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8270 Pathfinder Loop #828	Fort Myers	FL	\$270,537.41
8261 Pathfinder Loop #732	Fort Myers	FL	\$274,267.05
13121 Pebblebrook Point Circle Unit V202		FL	\$357,349.72
1730 North Dovetail Drive	Fort Pierce	FL	\$121,706.54
1421 SE 1st St	Gainesville	FL	\$140,225.79
808 Northwest 7th Avenue	Gainesville	FL	\$130,000.00
7882 Carriage Pointe Dr.	Gibsonton	FL	\$135,000.00
9427 LAKE LOTTA CIRCLE	GOTHA	FL	\$125,000.00
2708 Creekfront Drive	Green Cove Springs	FL	\$183,200.00
1631 Amarillo Trail	Guif Breeze	FL	\$227,274.37
1643 Amarillo Trail	Gulf Breeze	FL	\$156,000.00
640 Hatchwood Drive	Haines City	FL	\$166,882.35
1082 Bice Grove Road	Haines City	FL	\$111,613.08
1985 S OCEAN DR APT 15A	HALLANDALE BEACH	FL	\$434,760.51
3265 Gardenia Drive	Hernando Beach	FL	\$302,082.31
3648 HOLIDAY LAKE DRIVE	HOLIDAY	FL	\$68,900.00
2201 Monroe St Unit B-2	Hollywood	FL	\$190,250.55
4001 SOUTH OCEAN DRIVE # 7F	HOLLYWOOD	FL	\$527,200.00
1877 SE 14th Street	Homestead	FL	\$175,000.00
2587 SE 13 Court	Homestead	FL	\$279,900.00
95 NE 13th Avenue #18	Homestead	FL	\$188,443.06
2929 SE 2nd St, Unit 9	Homestead	FL	\$213,048.00
3730 NE 23rd Court	Homestead	FL	\$299,904.71
15617 Allmand Drive	Hudson	FL	\$195,000.00
600 DOAK AVENUE	IMMOKALEE	FL	\$141,464.44
1209 Madison Court	immokalee	FL	\$201,680.20
226 Sand Pine Road	Indialantic	FL	\$280,000.00
908 DEL MONACO AVENUE	INTERLACHEN	FL	\$122,117.53
7904 Stuart Avenue	Jacksonville	FL	\$90,000.00
6133 Trish Court	Jacksonville	FL	\$150,000.00
12305 Luli Water Lane	Jacksonville	FL	\$161,620.50
9051 Tropical Bend Circle	Jacksonville	FL	\$302,000.00
9757 Oxford Station Dr	Jacksonville	FL	\$227,947.20
2231 Cascades Blvd #207	Kissimmee	FL	\$130,000.00
2202 Cascades Blvd. #108	Kissimmee	FL	\$139,900.00
122 Country Creek Lane	Kissimmee	FL	\$147,500.00
324 Cortez Court	Kissimmee	FL	\$175,000.00
77777	Kissimmee	FL	\$180,000.00
	Kissimmee	FL	\$202,891.14
	Kissimmee	FL	\$210,500.00
	Kissimmee	FL	\$238,703,56
	Kissimmee	FL	\$460,000.00
2004 5 1 1 2 2 2	Kissimmee	FL	\$496,313.09
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