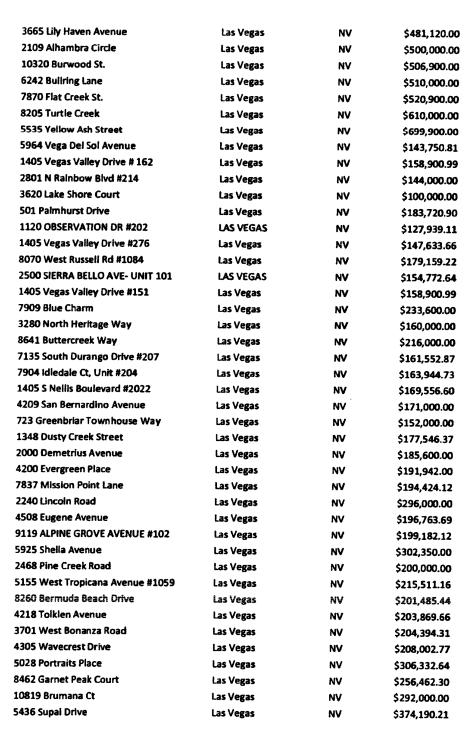




89 of 107

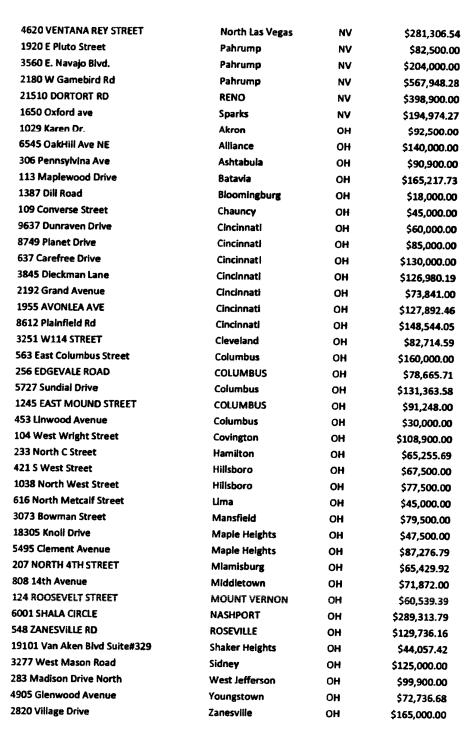


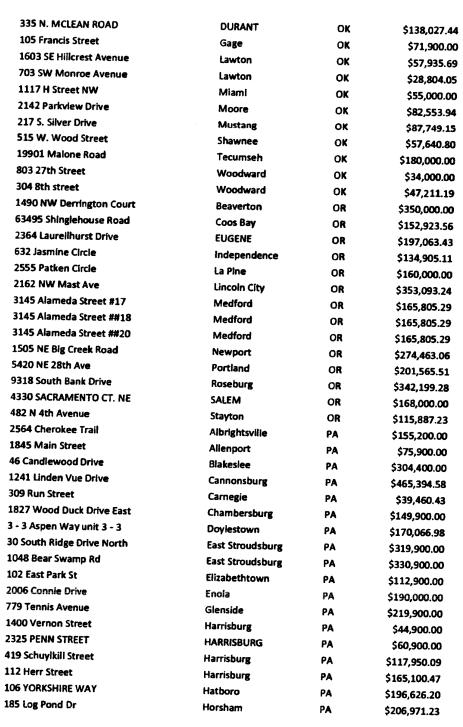
309 Estella Avenue	Las Vegas	NV	\$211,943.61
6421 West Twain Avenue	Las Vegas	NV	\$237,069.78
9708 West Bighorn Island Avenue	Las Vegas	NV	\$332,800.00
3474 OSPREY RIDGE COURT	Las Vegas	NV	\$238,400.00
8256 Apple Spice Street	Las Vegas	NV	\$241,379.90
7210 Cestrum Road	Las Vegas	NV	\$244,800.00
3670 Solandra Street	Las Vegas	NV	\$246,500.00
7692 Scoby Co	Las Vegas	NV	\$269,991.03
2753 TRICKLING BROOK CT	LAS VEGAS	NV	\$249,607.94
3811 Prespa Lake Court	LAS VEGAS	NV	\$254,426.58
3117 HEBARD DR	Las Vegas	NV	\$255,630.62
5921 Cabo San Lucas Avenue	Las Vegas	NV	\$439,498.89
8317 Hipwader Court	Las Vegas	NV	\$266,777.20
5017 Glittering Star Court	Las Vegas	NV	\$266,000.00
11047 Pegasus Dr.	Las Vegas	NV	\$324,366.08
1029 Bombay Court	Las Vegas	NV	\$271,358.44
1890 Hallwood Drive	Las Vegas	NV	\$274,995.75
9136 BLACK ELK AVENUE	Las Vegas	NV	\$278,175.34
4210 RIDGEVIEW DRIVE	LAS VEGAS	NV	\$278,634.29
7832 Flagler Street	Las Vegas	NV	\$284,767.02
1717 BRACKEN AVE	Las Vegas	NV	\$288,797.42
1492 TANGERINE ROSE DR	Las Vegas	NV	\$289,444.62
11592 Giles Street	Las Vegas	NV	\$289,773.14
2721 Chokeberry Ct.	Las Vegas	NV	\$292,136.45
6035 Tersky Court	Las Vegas	NV	\$293,732.10
195 Apache Tear Court	Las Vegas	NV	\$384,000.00
10140 Nolinas Street	Las Vegas	NV	\$309,261.07
7613 Grove Acre Court	Las Vegas	NV	\$488,000.00
1037 Shadow Pool Ct.	Las Vegas	NV	\$312,828.55
11855 PORTINA DR #1014	Las Vegas	NV	\$329,207.86
7904 Aviano Pines Avenue	Las Vegas	NV	\$340,000.00
5962 Lone Creek Circle	Las Vegas	NV	\$342,457.90
7185 Fairwind Acres PL	Las Vegas	NV	\$504,877.20
8133 Bradley Road	Las Vegas	NV	\$669,605.79
6576 American Flower Street	Las Vegas	NV	\$408,136.88
9242 Dorrell Lane	Las Vegas	NV	\$411,983.16
3119 Lenoir St.	Las Vegas	NV	\$424,873.94
6035 Dunham Hills Way	Las Vegas	NV	\$603,000.00
193 Popolo Drive	Las Vegas	NV	\$774,479.98
10355 Ness Wood Lane	Las Vegas	NV	\$634,975.52
1934 Kachina Mountain Drive	Las Vegas	NV	\$489,978.59
7531 Brookwood Ave	Las Vegas	NV	\$695,000.00
5558 SAN FLORENTINE AVENUE	LAS VEGAS	NV	\$659,586.06
			• • • • • • •



91 of 107

2404 Birds Nest Cactus Court	Las Vegas	NV	\$147,900.00
4837 Chantilly Avenue	Las Vegas	NV	\$187,804.07
4905 SIGNAL DRIVE	LAS VEGAS	NV	\$205,536.82
4302 Raynham Street	Las Vegas	NV	\$209,000.00
2888 Kensington Street	Las Vegas	NV	\$224,611.47
2031 Turtlerock Street	Las Vegas	NV	\$233,309.70
6605 Burgundy Way	Las Vegas	NV	\$241,542.61
73 SACRAMENTO DRIVE	LAS VEGAS	NV	\$244,616.60
8764 Brilliant Star Dr	Las Vegas	NV	\$2 <b>47,276.26</b>
6060 Laughing Creek Street	Las Vegas	NV	\$256,000.00
7228 BIRD CHERRY ST	LAS VEGAS	NV	\$283,032.18
4825 NARA VISTA WAY UNIT #101	LAS VEGAS	NV	\$105,000.00
157 Crooked Tree Drive	Las Vegas	NV	\$250,000.00
3811 E. Caldwell Circle	Las Vegas	NV	\$246,818.09
163 Desert Willow Lane Unit A	Mesquite	NV	\$188,900.00
4020 Madrone Drive	N Las Vegas	NV	\$175,000.00
3417 Lillis Circle	N. Las Vegas	NV	\$249,900.00
7124 MANAZANARES DRIVE	N. LAS VEGAS	NV	\$410,000.00
6129 Sydney Bay Court	North Las Vegas	NV	\$150,000.00
513 Lillis Ave	North Las Vegas	NV	\$176,900.00
533 Kings Avenue	North Las Vegas	NV	\$180,000.00
6152 Star Decker Road	North Las Vegas	NV	\$210,000.00
109 Snow Dome Avenue	North Las Vegas	NV	\$227,900.00
4036 Maple Point St.	North Las Vegas	NV	\$203,000.00
154 Frapuccino Avenue	North Las Vegas	NV	\$267,473.00
3033-B SAINT GEORGE STREET	<b>NORTH LAS VEGAS</b>	NV	\$138,400.00
104 Palatial Pines Avenue	North Las Vegas	NV	\$297,754.49
2214 Sacred Mountain Court	North Las Vegas	NV	\$201,600.00
3539 Saguaro Valley	North Las Vegas	NV	\$222,933.9 <del>9</del>
3548 Terraza Mar Ave	North Las Vegas	NV	\$211,351.29
2721 Villa Cordoba Court	North Las Vegas	NV	\$239,469.00
4730 English Lavander Avenue	North Las Vegas	NV	\$289,496.22
3433 Slapton Avenue	North Las Vegas	NV	\$288,425.55
704 Claxton Avenue	North Las Vegas	NV	\$252,000.00
2417 Cockatiel	North Las Vegas	NV	\$405,000.00
1632 HEATHER RIDGE RD	North Las Vegas	NV	\$329,770.49
1111 EMERALD STONE AV.	North Las Vegas	NV	\$397,494.32
216 JUNCTION PEAK AVE	North Las Vegas	NV	\$397,494.32
3220 Tabor Avenue	North Las Vegas	NV	\$205,848.99
3629 Rubio Sun Avenue	North Las Vegas	NV	\$336,750.00
4917 Madre Maria Ct.	North Las Vegas	NV	\$382,001.65
3436 Mabry Street	North Las Vegas	NV	\$206,053.59
4224 Great Egret Lane	North Las Vegas	NV	\$182,500.00





94 of 107

5 Concord Drive	Irwin	PA	\$198,452.63
3301 Versailles Avenue (2 Units)	McKeesport	PA	\$48,377.81
6 Knox Avenue	Monessen	PA	\$45,000.00
1441 Sconsett Way	<b>New Cumberland</b>	PA	\$227,429.80
815 Fishing Creek Road	<b>New Cumberland</b>	PA	\$169,900.00
1581 Fairmont	<b>New Kensington</b>	PA	\$100,000.00
3 Cherry Court	New Oxford	PA	\$114,031.94
16 North Lindenwood Street	Philadelphia	PA	\$62,900.00
1319 North 15th Street	Philadelphia	PA	\$265,000.00
1723 Afton Street	Philadelphia	PA	\$128,000.00
764 South 52nd Street	Philadelphia	PA	\$185,527.08
7425 Torresdale Av	Philadelphia	PA	\$117,498.87
7304 Church Street	Pittsburg	PA	\$87,130.53
1204 Arch Street 3	Pittsburgh	PA	\$115,900.00
2512 Wedgemere Street	Pittsburgh	PA	\$119,900.00
438 Fisher Street	Pittsburgh	PA	\$32,461.15
1116 Locust Street	Reading	PA	\$34,359.29
921 Lindfield Drive	South Park	PA	\$189,900.00
26 South Third Street	Steelton	PA	\$163,900.00
1133 EAST KING ST.	York	PA	\$68,941.99
185 Hykes Mill Road	York Haven	PA	\$160,376.12
25 Butler Avenue	Central Falls	RI	\$205,468.25
41 Pinetree Road	Coventry	RI	\$175,949.58
28 MATTESON STREET	Coventry	RI	\$289,237.84
40 Holburn Avenue	Cranston	RI	\$225,000.00
36 Packard Street	Cranston	RI	\$187,558.05
16 Winton Street	Cranston	RI	\$222,999.06
1137 1/2 Hartford Avenue #3A	Johnston	RI	\$117,601.91
188 FRUIT HILL AVENUE	NORTH PROVIDENCE	RI	\$285,250.00
39 Pleasant View Drive	North Providence	RI	\$240,000.00
40 Camac Street	Pawtucket	RI	\$259,975.83
19 Whitford Avenue	Pawtucket	RI	\$271,000.00
21-25 Kenyon Street	Pawtucket	RI	\$318,151.81
1447 Westminster St #1B	Providence	RI	\$135,000.00
20-22 Sawyer Street	Providence	RI	\$216,095.27
199 Verndale Avenue	Providence	RI	\$251,250.00
202 Eastwood Avenue	Providence	RI	\$267,964.71
180 Haverhill Avenue	Warwick	RI	\$212,000.00
94 Sycamore Avenue	Warwick	RI	\$286,361.69
193 Northup Street	Warwick	RI	\$232,554.46
192 Switch Road	<b>Wood River Junction</b>	RI	\$160,973.56
Brandy Lane	Abbeville .	sc	\$79,900.00
1367 Hampton Avenue	Aiken	sc	\$45,500.00

95 of 107



**North Charleston** 

PENDLETON

Salem

Salem

4394 Rice Mill Drive

35 Port Tack Drive

8 Port Tack Drive

**103 CARRIE LEIGH LANE** 

SC

SC

SC

SC

SC

\$104,644.56

\$150,000.00

\$151,592.42

\$369,900.00

\$382,450.00

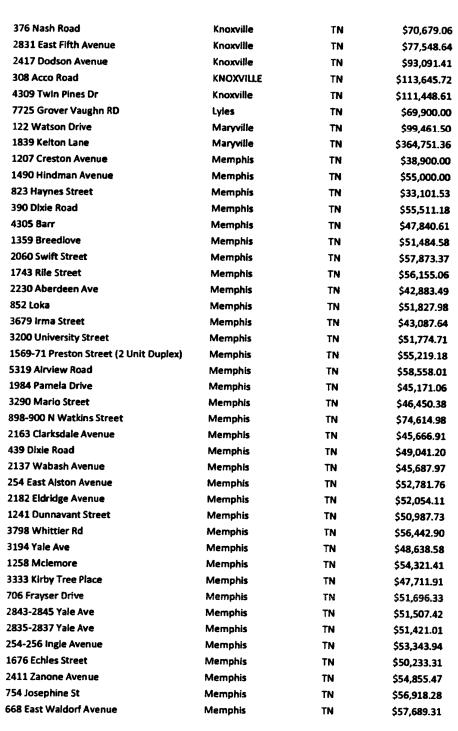


4 Lead Line Way	Salem	sc	\$391,268.14
509 Beacon Shores Drive	Seneca	sc	\$649,900.00
105 Fair Haven Court	Seneca	sc	\$663,168.37
2 Kirkshire Lane	Simpsonville	sc	\$199,523.02
508 Laurel Tree	Simpsonville	sc	\$150,000.00
544 Honeysuckle Road	Spartanburg	sc	\$79,576,54
102 Hunters Wood Drive	Summerville	sc	\$200,379.62
72 Wilder Road	Sumter	sc	\$50,000.00
2703 Browning Ridge Road	Sumter	sc	\$60,000.00
530 Pioneer Drive	Sumter	sc	\$60,000.00
520 Pioneer Drive	Sumter	sc	\$70,000.00
4521 Oak Drive	Sumter	sc	\$70,000.00
5635 Pear Tree	Wedgefield	sc	\$55,000.00
160 Apollo Road	Wedgefield	sc	\$60,000.00
116 ZIPPO PINE DRIVE	WILLIAMSTON	sc	\$147,500.00
505 Crown Street	Lead	SD	\$73,035,57
327 Mt. View Drive	Lead	SD	\$265,500.00
4520 Highland Ridge Drive	Antioch	TN	\$150,000.00
608 Bobbitt Drive	Ashland City	TN	\$95,000.00
1614 Palos	Athens	TN	\$55,900.00
9535 Thourghbred Way	Brentwood	TN	\$661,849.09
306 Hillcrest Drive	Byrdstown	TN	\$102,500.00
287 Atchison Rd	Camden	TN	\$65,247.50
2409 Crestview Drive	Centerville	TN	\$96,900.00
1812 Highway 100	Centerville	TN	\$124,920.97
2507 Orear Street	Chattanooga	TN	\$56,551.22
106 HALSEY STREET	Chattanooga	TN	\$83,999.93
223 Mark Spitz	Clarksville	TN	\$60,468.20
3100 Holly Point	Clarksville	TN	\$184,154.66
2075 Dotsonville Road	Clarksville	TN	\$39,982.68
1305 Roy Sellers Road	Columbia	TN	\$590,000.00
2777 NEW LONDON DR.	COOKEVILLE	TN	\$138,020.22
9416 SHADOW RIDGE COVE	Cordova	TN	\$188,846.93
92 Sandy Creek Road	Crossville	TN	\$125,000.00
655 South Hunter Bend Road	Decatur	TN	\$99,900.00
101 Baggett Lane	Dickson	TN	\$200,000.00
1558 Press Picket Road	Dunlap	TN	\$148,447.84
2000 Seymour Ave.	Knoxville	TN	\$79,900.00
1740 Allen Avenue	Knoxville	TN	\$95,000.00
2141 Seminole Avenue	Knoxville	TN	\$50,375.08
4008 Porter Avenue	Knoxville	TN	\$49,131.28
2525 Boyds Bridge Road	Knoxville	TN	\$48,237.99
2415 Parkview Avenue	Knoxville	TN	\$62,145.92



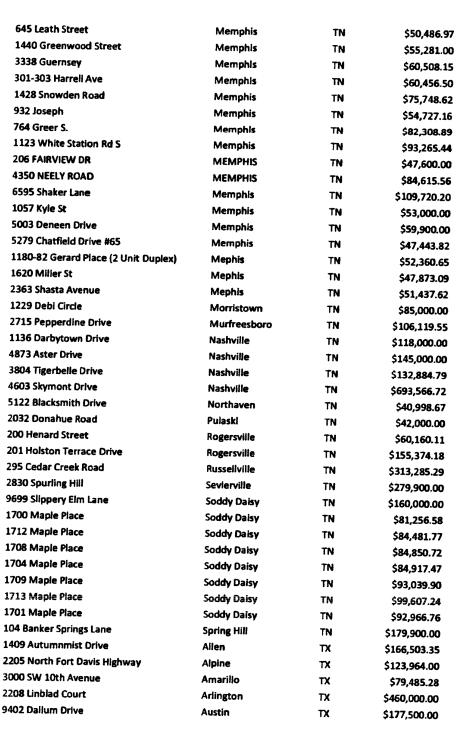
97 of 107

Case 3:09-bk-07047-JAF Doc 4835-2 Filed 02/01/12 Page 44 of 53



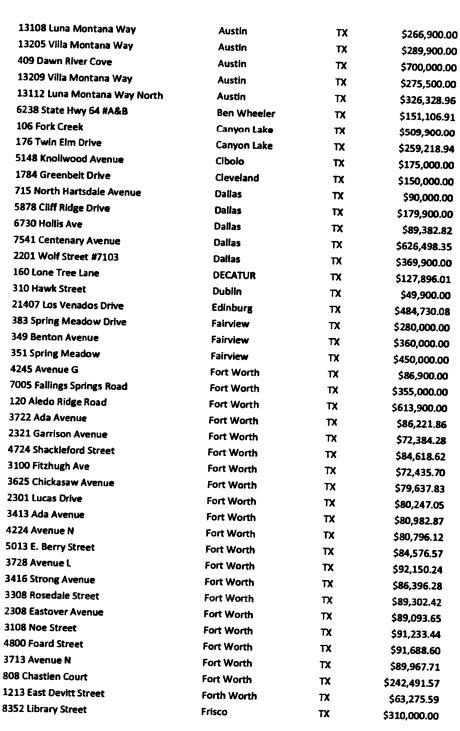
98 of 107

Case 3:09-bk-07047-JAF Doc 4835-2 Filed 02/01/12 Page 45 of 53

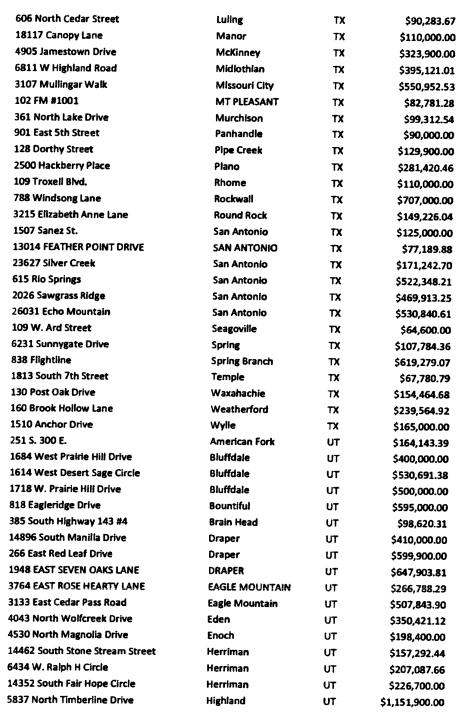


99 of 107

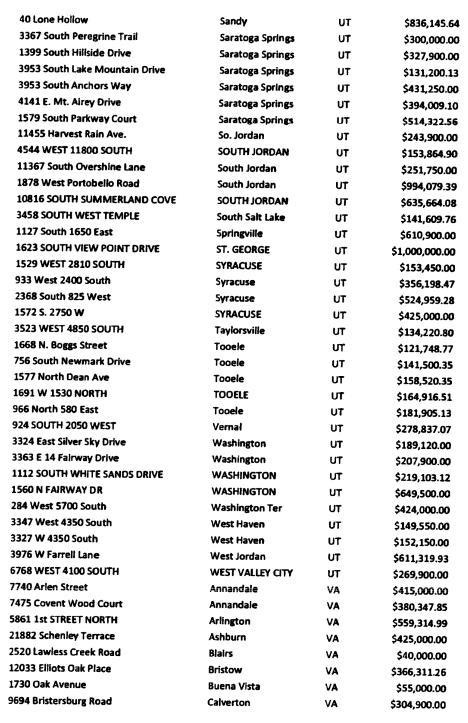
Case 3:09-bk-07047-JAF Doc 4835-2 Filed 02/01/12 Page 46 of 53



4658 Parma Lane	Frisco	TX	\$475,000.00
3410 SOMERSET LANE	Frisco	TX	\$324,833.15
3761 Charter Drive	Frisco	TX	\$312,000.00
13522 Chittamwood Lane	Frisco	TX	\$406,887.29
2311 West FM 550	Heath	TX	\$375,866.83
827 Faith Trail	Heath	TX	\$665,000.00
909 Country Club Drive	Heath	TX	\$678,775.48
723 Starlight Pass	Heath	TX	\$879,127.67
10 Fleming	Hitchcock	тх	\$999,311.81
8331 Ponnell Lane	Houston	TX	\$60,000,00
802 East 42nd. Street	Houston	TX	\$65,000.00
1312 Live Oak St; Unit 122	Houston	TX	\$250,000.00
1139 Dunbar Street	Houston	TX	\$350,000.00
1503 Wentworth	Houston	TX	\$450,000.00
1505 Wentworth Avenue	Houston	TX	\$450,000.00
5011 Jackson Street	Houston	TX	\$527,900.00
9002 Chatwood Drive	Houston	тx	\$62,984,48
9323 Homewood Lane	Houston	TX	\$58,603.00
1575 Tarberry Road	Houston	TX	\$66,208.44
406 Barkley Street	Houston	TX	\$71,912.45
8915 Strathmore Drive	Houston	TX	\$63,233.45
8707 Donley Drive	Houston	TX	\$67,107.20
7 Talisman court	Houston	TX	\$68,704.99
7439 Cragmont Bridge Drive	Houston	TX	\$127,593.35
16222 Emberwood Drive	Houston	TX	\$115,794.90
12531 Ashford Meadow Drive	Houston	TX	\$161,271.98
100 Willard Street # 22	Houston	TX	\$369,508.45
1900 Genesse Street #309	Houston	TX	\$403,404.73
1417 Thompson Avenue	Houston	TX	\$406,846.24
1312 Live Oak St. Unit 206	Houston	TX	\$508,662.70
2230 Riverside Drive	Houston	TX	\$415,968.58
10003 Valley Sun Drive	Houston	TX	\$56,000.00
8626 Valley Meadow Drive	Houston	TX	\$63,000.00
9019 Sultan Drive	Houston	TX	\$65,000.00
1836 Woodvine Drive	Houston	TX	\$250,000.00
6212 San Felipe Street	Houston	TX	\$420,000.00
8403 Ponnell Lane	Houston	TX	\$67,107.20
13325 Farm Road 130	<b>Hughes Springs</b>	TX	\$99,900.00
7307 Matisse Pointe	Jonestown	TX	\$518,900.00
6 S Curlew Street	La Marque	TX	\$304,486.07
1920 Encino Drive	Lancaster	TX	\$138,250.00
2201 Willow Street	Laredo	TX	\$66,490.43
1600 Alpine Road	Longview	TX	\$88,439.84









4306 Poplar Branch Drive	Chantilly	VA	\$846,449.45
708 Rockglen Circle	Chesapeake	VA	\$815,288.05
514 Redland Road	Cross Junction	VA	\$227,907.71
12289 Scotts Mill Rd.	Culpeper	VA	\$236,800.00
1420 Aspen Street	Danville	VA	\$35,000.00
512 Locust Lane	Danville	VA	\$35,823,50
421 Worsham Street	Danville	VA	\$26,343.75
1215 Clairbourne Street	Danville	VA	\$43,107.93
764 Glendale Avenue	Danville	VA	\$37,206.90
3064 Metheny Place	Dumfries	VA	\$279,900.00
3188 Tulip Tree PL	Dumfries	VA	\$500,000.00
813 Comers Rock Road	Eik Creek	VA	\$96,239.00
10220 Antietam Court	Fredericksburg	VA	\$428,700.00
124 Washington Avenue	Front Royal	VA	\$227,223.49
125 Laura Lane	Front Royal	VA	\$529,311.68
110 Cedar Top Lane	Front Royal	VA	\$197,224.10
698 Newtown Road	Greenwood	VA	\$164,860.59
5417 Bowers Hill Drive	Haymarket	VA	\$519,750.00
2311 Mountain Road	Haymarket	VA	\$925,931.80
8935 Mullen Road	King George	VA	\$379,900.00
1026 Granny Smith Road	Lindon	VA	\$240,000.00
820 POLK STREET	LYNCHBURG	VA	\$55,552.05
8574 Fairfax Street	Manassas	VA	\$399,900.00
7414 Colton Lane	Manassas	VA	\$240,190.27
8732 Bretton Woods Drive	Manassas	VA	\$314,409.11
9326 Hedgefor Street	Manassas	VA	\$383,950.00
7750 Carolyn Avenue	Middletown	VA	\$177,344.77
3019 Shiloh Church Road	Midlothian	VA	\$159,900.00
54 Valley View Avenue	Mount Sidney	VA	\$281,691.14
285 Foxtail Hollow Road	New Castle	VA	\$143,694.00
565 Michael Irving	Newport News	VA	\$155,983.06
9234 Phillip Avenue	Norfolk	VA	\$190,521.99
1132 Tompkins Avenue SE	Roanoke	VA	\$79,900.00
1030 Aquia Drive	Stafford	VA	\$344,626.24
432 Lake Havasu Drive	Virginia Beach	VA	\$195,000.00
1600 Braddock Street	Winchester	VA	\$193,900.00
667 National Avenue	Winchester	VA	\$209,900.00
531 Washout Lane	Winchester	VA	\$399,900.00
305 Doe Trail	Winchester	VA	\$170,720.02
115 Providence Drive	Winchester	VA	\$234,698.9 <b>9</b>
603 Enfield Drive	Winchester	VA	\$275,999.02
3042 Saratoga Drive	Winchester	VA	\$416,000.00
172 Banks Drive	Winchester	VA	\$447,000.00
		***	<del>7</del> 7,000.00





13400 Hillendale Drive	Woodbridge	VA	\$225,000.00
13310 Hillendale Drive	Woodbridge	VA	\$265,000.00
5519 Neddleton Avenue	Woodbridge	VA	\$408,511.70
1769 Powder Horn Terrace	Woodbridge	VA	\$306,718.77
5353 Mansfield Ct	Woodbridge	VA	\$583,760.67
409 Farrell Street, Unit 403	South Burlington	VT	\$128,873.23
17361 East Street Route 106	Belfair	WA	\$277,936.79
190 East Mountain View Lane	Belfair	WA	\$444,705.87
3426 NE Garfield Street	CAMAS	WA	\$540,000.00
11829 349th Place NE	Carnation	WA	\$560,310.82
8125 220th Street SW	Edmonds	WA	\$325,899.72
30240 1st Pl South	Federal Way	WA	\$270,900.00
215 Williams Finney Road	Kelso	WA	\$113,263.74
24502 35th Place South	Kent	WA	\$200,000.00
23704 124th Ave SE	Kent	WA	\$279,950.00
1213 North Dunbarton Oaks	Liberty Lake	WA	\$568,000.00
6227 126TH STREET EAST	PUYALLUP	WA	\$182,857.94
5414 NE 3RD PL	Renton	WA	\$513,650.00
8136 16th Avenue SW	Seattle	WA	\$270,332,75
348 E Poplar Street	Shelton	WA	\$183,194.42
616 167th Street South	Spanaway	WA	\$289,750.00
2534 S M Street #1	Tacoma	WA	\$294,500.00
8904 NE 15th Ave #A-6	VANCOUVER	WA	\$151,819.02
9216 NE 81st Street	Vancouver	WA	\$278,326.42
2620 NE 113th Street	Vancouver	WA	\$304,000.00
13419 NW 14th Court	Vancouver	WA	\$393,124.24
265 9th STREET	WASHOUGAL	WA	\$255,082.56
313 Chestnut Street	Black River Falls	WI	\$48,941.15
22024 West Spirit Lane	Frederic	Wi	\$150,107.90
1141 Marquette Avenue	Green Bay	WI	\$155,652.40
1136 MORRAINE VIEW DRIVE UNIT 202	Madison	WI	\$128,900.00
1946-1948 S 28th Street	Milwaukee	WI	\$95,000.00
1518-1520 N. 33rd St.	Milwaukee	WI	\$99,900.00
2353 S 17th Street	Milwaukee	WI	\$115,900.00
3602 West Kilbourn Avenue	MILWAUKEE	WI	\$118,000.00
2637-2637a S 30th Street	Milwaukee	WI	\$140,370.07
1700 Johnson Street	Neillsville	WI	\$57,684.02
N 1722 Owen Avenue	Neillsvill <b>e</b>	WI	\$149,606.94
3230 Meachem Road	Racine	WI	\$169,176.28
1709 N 2nd Street (2-4 Unit)	Wausau	WI	\$93,045.88
122 S 5th Ave	Wausau	WI	\$95,431.64
204 Chicago Ave	Wausau	WI	\$106,969.69
1406 FOND DU LAC ST	WEST BEND	WI	\$125,843.99



WILSON	WŸ	\$616,894.83
TETON VILLAGE	WY	\$811,200.00
Teton Village	WY	\$763,753.42
Seneca Rocks	wv	\$60,000.00
	WV	\$113,900.00
Montgomery	wv	\$40,000.00
•	wv	\$191,813.79
Martinsburg	wv	\$275,000.00
•	wv	\$258,966.58
-	wv	\$109,500.00
	WV	\$175,000.00
· · · · · · · · · · · · · · · · · · ·	WV	\$265,000.00
	WV	\$180,500.00
	wv	\$30,000.00
	wv	\$202,066.82
•	wv	\$195,000.00
	WV	\$192,788.72
	wv	\$225,000.00
	wv	\$205,648.60
Williams Bay	Wi	\$604,000.00
	Bunker Hill Charlestown Gerrardstown Hedgesville Hedgesville HINTON Inwood Kearneysville Martinsburg Martinsburg Martinsburg Martinsburg Martinsburg Martinsburg Seneca Rocks Teton Village	Bunker Hill WV Charlestown WV Gerrardstown WV Hedgesville WV Hedgesville WV HINTON WV Inwood WV Kearneysville WV Martinsburg WV Martinsburg WV Martinsburg WV Martinsburg WV Martinsburg WV Farkersburg WV Teton Village WY

# **Master Fee Agreement**

This MASTER FEE AGREEMENT ("Agreement") dated and effective August 21, 2009, between the following: John Anderson and Ryan Chabot of Fusion Point Partners as Purchaser's Representative; Kyle Randsom, Brett Miles, Bryan Kofford, and Rob McFadden as Intermediaries; and Joe Ellis as Seller's Representative; is based on the sale of bulk package REO homes between effective effective August 21, 2009, between Taylor, Bean and Whitaker ("Seller"), with its principal place of business at 315 NE 14<sup>th</sup> 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.

Each of the above shall individually be referred to as a "Party" and collectively as the "Parties". The Parties agree that this Agreement constitutes the entire Agreement and supersedes any prior understandings, agreements or representations amongst the Parties.

#### **RECITALS**

WHEREAS, the Parties have worked together to facilitate the Transaction; and,

WHEREAS, the Parties intend to continue to work together on the Transaction until its consummation; and

WHEREAS, the Parties hereby agree not to circumvent each other on the Transaction; and

WHEREAS, the Parties will need to share confidential information amongst each other to further the Transaction and that such sharing of information needs to remain protected and confidential; and,

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree to the following terms and conditions:

#### **TERMS**

1. Commissions and Profits. All Commissions and Profits are from the sale of real property to a third party purchaser by selling, assigning, transferring, conveying, and delivering to this third party purchaser. All Commissions and Profits made from this transaction shall be paid in accordance to the terms set forth herein.

A. 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

Case 3:09-bk-07047-JAF Doc 4835-3 Filed 02/01/12 Page 3 of 8

Cents (\$806,591,333.35). The Seller has agreed to also pay the sum of  $3\frac{1}{2}$  % 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.

- B. Profits and Points. It is understood by and between the parties that there will be 3½% in Intermediary Fees and that said Fees will be dispersed as follows:
- 1. John Anderson and Ryan Chabot of Fusion Point Partners as Purchaser's Representative, shall receive 21/2% of purchase price.
- 2. Kyle Randsom, Brett Miles, Bryan Kofford, and Rob McFadden, as Intermediary shall receive ½% of purchase price..
  - 3. Joe Ellis as Seller's Representative, shall receive ½% of purchase price.
- C. 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

D. Wire Information. All monies paid to facilitate this transaction shall be sent to Escrow at 1<sup>st</sup> The Law Office of Caelo T. Marroquin, Esq. Wiring instructions for

Case 3:09-bk-07047-JAF Doc 4835-3 Filed 02/01/12 Page 4 of 8

escrow are as follows:

Wells Fargo Bank South Shore Alameda Office MAC A0220-011 2260 Otis Drive

Alameda, CA. 94501

Phone Number. (510) 464-2141 direct.

Routing Number: 121000248 Account Number: 5307360783

Account Name: The Law Office of Caelo T. Marroquin, Esq,

Escrow Division.

<u>E. Closing.</u> This transaction shall close in escrow no later than 24 hours after the Buyer is in receipt of the preliminary title reports and has given final approval.

#### OTHER TERMS AND CONDITIONS

- A. <u>Non-Circumvention</u>. The Parties to this Agreement expressly agree not to circumvent, avoid, bypass or obviate each other in any manner. Directly or indirectly, to avoid payment or fees, commission or any other obligation in any involving Protected Information disclosed Representatives herein, or any transaction contemplated hereunder or other business arrangement arising out of or connected in any way to Protected Information. Additionally, in the event that a court of competent jurisdiction finds that the circumvention was deliberate or purposeful in nature, the aggrieved party may seek and move for, and seek punitive damages as well.
- B. Confidentiality and Non-Disclosure. The Term "Protected Information" means information not generally known to the public relating to a Party, client of a party, business or affairs, which may include customer or contact lists, source of business, prospects or projections, business operations, plans to develop and expand its business operations, data, processes, technical information, financial and marketing information or any other proprietary or confidential matter or trade secrets (the "Protected Information"). The Parties acknowledge that the Protected Information may be written, oral graphic, pictorial, recorded, stored on computer discs, hard drivers, magnetic tape, digital, information constituted valuable, special or unique assets that were developed or obtained through investment of significant time, efforts and expense, and that access to such information would not be possible but for the relationship of the Parties hereunder.
  - 1. Obligations Regarding Protected Information. Each Party shall treat all Protected Information received from the other Party as confidential and specifically shall: (a) not use any portion of Protected Information for any purpose other than for the consideration of entering into the Transaction with the other Party; (b) not disclose that portion of Protected Information to any third Party

Case 3:09-bk-07047-JAF Doc 4835-3 Filed 02/01/12 Page 5 of 8

without the prior written consent of the disclosing Party; (c) limit dissemination of that portion of the Protected Information to those of its employees, officers and directors that have a need to know of that portion of Protected Information for purpose of considering entering into the transaction with the disclosing Party and that have agreed in writing to maintain the confidentiality thereof.

- 2. Exceptions to Obligations. The Parties agree that the obligations set forth in paragraph 2a will not extend to any portion of the Protected Information which: (a) Is within the public domain or has been publicly disclosed, or enters into the public domain through no fault or wrongful act of the receiving Party; (b) Was in the unrestricted possession of the receiving Party prior to receipt from the disclosing Party; (c) Is received from a third Party not under an obligation of confidentiality to the disclosing Party; (d) Is independently developed by or for the receiving Party by an individual or entity who has had no access to that portion of Protected Information.
- 3. Return of Information. Unless the Transaction or other business arrangement is entered into, each Party agrees to return or destroy, with written confirmation, all Protected Information upon conclusion of the evaluation of entering into the Transaction or other business arrangement or upon the specific request of the Party.
- 4. No Obligation. Neither Party is under any obligations, expressed or implied, to disclose any Protected Information to the other, or to enter into any additional Agreements or contracts with the other.
- 5. No Rights in Protected Information. The Parties agree that disclosure of Protected Information under the Agreement shall not constitute any grant, option, or license to the other Party under any patent, trade secrets or other rights now or hereafter held by either Party
- C. Term Survival. The term of this Agreement shall run in parallel with the wholly executed Purchase and Sale Agreement, and Escrow Agreement.
- <u>D. Injunction Relief.</u> Each Party acknowledges that breach, actual or threatened, of stay term or condition of this Agreement by it will cause immediate and irreparable harm to the other Party. The other Party will therefore be entitled to seek immediate injunction relief from a court competent jurisdiction without having to prove irreparable harm and the alleged breaching Party shall stipulate to such court that such irreparable harm exists. The non-breaching Party's legal rights and remedies are cumulative and the provisions contained herein are not exclusive.
- E. Indemnification. Representative shall indemnify, defend and hold representatives herein harmless from and against any and all claims, demands, suits, liabilities, damages, and cost incurred, including attorney and other professional fees. As a result of any breach of this Agreement or any errors, omissions, deceit, or fraudulent acts resulting from the use of the Protected Information by representatives.
- F. Remedies. Money Damages alone would not be a sufficient remedy for any breach of this agreement accordingly, in addition to all other remedies available the parties are entitled to specific performance and injunctive relief without the posting a bond as remedies for any breach

Case 3:09-bk-07047-JAF Doc 4835-3 Filed 02/01/12 Page 6 of 8

or action arising from the Agreement and the prevailing party is entitled to its cost and reasonable Attorneys' fees and enforcement or remedy or breach of this agreement. In the event that either Party can be shown to have intentionally violated the terms of this Agreement, punitive damages can also be sought by the non-breaching Party in conjunction with all legal and equitable remedies.

- G. Parties. The covenants of the Parties hereunder are made on behalf of themselves and of their respective companies, affiliates, subsidiaries, agents, representatives, officers, directors, employees, members, managers and partners if any. The Parties hereby represent and warrant that the individual signing this Agreement has the authority to bind the respective Party to the terms and conditions of this Agreement.
- <u>H. No Warranty.</u> No Party makes any warranty of any kind, express or implied, with respect to the accuracy of the Protected Information including but not limited to or its profits of the disclosure of any Protected Information. Any and all Protected Information is provided "as is" and is not warranted to be complete or 100% accurate.
- I. Non-waiver / Severability. A waiver of any right under this Agreement by a Party on any occasion shall not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of remaining portions of this Agreement, and the Parties shall substitute for the invalid provision a provision which closely approximates the intent and the economic effect of the invalid provision.
- J. Force Majure. The Parties hereby acknowledge and agree that they shall be excused from performance under this Agreement for any period of time and to the extent a Party is prevented from performing, in whole or in part, as a result of any acts of God, war, civil or military disturbance, court order, labor dispute, third party nonperformance or other causes beyond our reasonable control, including failures, fluctuations or non-availability of electrical power, heat, air conditioning, lights, or telecommunications equipment.
- K. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties named herein and their representatives heirs, personal representatives, successors and/or assigns. Neither Party may assign this Agreement, or any Party hereof, without the other Party's prior written approval. Any unapproved assignment shall be null in void.
- L. No Joint Venture. No Party shall become or be deemed a partner or a joint venture with the other Party by reason of the provisions of this Agreement.
- M. Governing Law. This Agreement shall be governed in accordance with the state of California U.S.A. without reference to conflict of laws principles. All dispute arising from or related to this Agreement shall be the exclusive jurisdiction of the State and Federal courts located within the State of Nevada and the Parties hereby consent to such claim arising out of or relating to this Agreement, or breach of this Agreement, the prevailing Party shall have the right to collect from the other Parties its reasonable costs and attorneys fees incurred in enforcing Agreement.

Case 3:09-bk-07047-JAF Doc 4835-3 Filed 02/01/12 Page 7 of 8

N. Electronic Transmissions. Any and all electronic transmissions of this Agreement shall be considered an original of this Agreement, and shall have the same force and effect as signed hard-copy originals of this Agreement. Furthermore, they shall be binding and legally enforceable as if they were originals.

O. Modification. The Parties agree that this Agreement shall be modified only by further written Agreements by the Parties.

P. Integration. The Parties agree that this Agreement constitutes the entire Agreement and the understanding of the Parties concerning confidentiality and this Agreement supersedes all previous communications, proposals, representations and Agreements, whether oral or written, relating thereto. The Parties agree that this Agreement can be executed by facsimile and in the counterparts, each of which will be an original, but all of which together shall constitute one Agreement.

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Intermediary

IN WITNESS WHEREOF, each Party hereto acknowledges that the representatives named below has the authority to execute this Agreement on behalf of the respective Party to form a legally binding contract as of the effective date of August 21, 2009 and has caused this Agreement to be duly executed on its behalf.

Buyer:	TAYLOR, BEAN AND WHITAKER			
By Printed Title:	Name: PAUL RAVEN			
Seller:	CENTURION ASSET PARTNERS, INC.			
	Tara Bonelli President			
	At Cape			
By:	John Anderson of Fusion Point Partners Buyer's Representative	Ву:	Rob McFadden Intermediary	
	fry las			
Ву:	Ryan Chabot of Fusion Point Partners Buyer's Representative	By:	Bryan Kofford Intermediary	
By:	Kyle Randsom	By	Joe Ellis	

Page 7 of 7

Seller's Representative

Case 3:09-bk-07047-JAF Doc 4835-4 Filed 02/01/12 Page 2 of 4

The Law Office of Caelo T. Marroquin 1316 67th Street
Emeryville, Ca. 94608
1-888-352-0665
925-339-4667 direct
510-417-2071 fax
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 14<sup>th</sup> 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; 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

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Case 3:09-bk-07047-JAF Doc 4835-4 Filed 02/01/12 Page 3 of 4

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.

Page 2 of 3	

- 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.	SELLER: TAYLOR, BEAN AND WHITAKER  By
ByTara Bonelli	By phonon w
CEO	
Centurion Asset Partners, Inc.	