PURCHASE AND SALE AGREEMENT

(Bankruptcy Sale of a Loan Package Lot; Sold As Is, Where Is, With All Faults, Without Warranties, and Without Title Insurance)

This Agreement is made this _________ day of _____________, 20__ (the "**Effective Date**"), between ____________________________, as debtor in possession of the bankruptcy estate of _______________________ (the "**Debtor**"), Case No. _____________, pending before the United States Bankruptcy Court for the Southern__________ District of Florida (the "**Bankruptcy Court**") ("**Seller**"), and __________________________ ("**Buyer**").

Seller is offering the bankruptcy estate's real property for sale by Loan Pool, as that term is defined in the Bid Procedures, each Loan Pool consisting of one or more parcels of real property (individually, a "Property," and collectively, the "Properties"). This Agreement covers the sale of the Properties described on Exhibit A attached to this Agreement (the "Lot"), which may consist of one Loan Pool, of more than one Loan Pool, or of any other configuration of Properties the Bid Procedures permit, offered for sale through a bid process conducted under the supervision of the Bankruptcy Court, pursuant to Section 363 of Title 11 of the United States Code and any order of the Bankruptcy Court establishing bidding and sale procedures in the above-referenced case (the "**Bid Procedures Order**"). This Agreement reflects Buyer's bid for the Lot and is submitted subject to, and shall be governed by, the terms of the Bid Procedures Order. Seller's execution of this Agreement does not obligate Seller to sell the Properties to Buyer, and this Agreement shall not be binding on Seller unless and until the Bankruptcy Court enters an order approving the sale of the Properties to Buyer, whether as the successful bidder or the backup bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code (the "**Sale Order**").

Seller agrees to sell and Buyer agrees to buy all of the Properties comprising the Lot, together with all improvements and fixtures and the personal property described on Exhibit A (if any), on the terms set forth in this Agreement. **Exhibit A** states, for each Property in the Lot, the street address, legal description, parcel identification or folio number,

Purchase Price for the Lot: $_______________ (the allocation among the Properties is determined by Seller as provided in the Bid Procedures Order)

Initial Deposit (5% of Purchase Price, due with Buyer's bid on or before the Bid Deadline): $_________________

Additional Deposit (5% of Purchase Price, due within 24 hours after the Auction or notice of the Successful Bid or Backup Bid): $_________________

Total Deposit (10% of Purchase Price): $_________________

Balance of Purchase Price (Cash at Closing): $_________________

The Purchase Price is payable entirely in cash. Buyer shall have no financing contingency of any kind. The Purchase Price is to be paid as follows:

1. DEPOSIT.

Buyer has deposited, or shall deposit on or before the Bid Deadline (defined in Paragraph 5 below), an initial deposit equal to five percent (5%) of the Purchase Price (the "**Initial Deposit")** with Agentis PLLC, as escrow agent ("Escrow Agent"), to be held in a segregated account, not commingled with the funds of the bankruptcy estate. If Buyer is designated the Successful Bidder or the Backup Bidder, Buyer shall wire an additional five percent (5%) of the Purchase Price to the Escrow Agent no later than twenty-four (24) hours after the conclusion of the Auction or, if no Auction is held as to the Lot, no later than twenty-four (24) hours after service of the notice declaring Buyer's bid the Successful Bid or the Backup Bid (the "**Additional Deposit,"** and together with the Initial Deposit, the "**Deposit**"), so that a Deposit equal to ten percent (10%) of the Purchase Price is held in escrow before the Sale Hearing (defined in Paragraph 5 below). Timely delivery of the Additional Deposit is a condition to Seller seeking approval of Buyer's bid at the Sale Hearing. Failure to timely deliver the Additional Deposit when due is a default under this Agreement, Buyer's bid is deemed withdrawn, the Initial Deposit is forfeited, and the Backup Bid becomes the Successful Bid. The Deposit shall be non-refundable except as expressly provided in Paragraph 5 or Paragraph 7 below.

2. BALANCE OF PURCHASE PRICE.

Buyer shall pay the balance of the Purchase Price to Seller at Closing, in cash or other immediately available funds. Buyer shall have no financing, appraisal, or other contingency to Closing other than as expressly set forth in this Agreement.

3. NO INSPECTION PERIOD; DILIGENCE COMPLETED BEFORE BID.

Buyer acknowledges that it had access to diligence materials regarding the Properties, and acknowledges that all documents required to be furnished to prospective purchasers pursuant to Florida statute 718.503(2)(d) have been furnished, and the opportunity to conduct, at Buyer's sole cost, risk, and expense, any and all inspections, investigations, examinations, and due diligence Buyer deemed necessary or desirable regarding the Properties, including their physical condition, environmental condition, zoning, and title, before submitting its bid, and that such diligence ended at the Bid Deadline (defined in Paragraph 5 below). This Agreement is not subject to, and Buyer may not assert, any due diligence, financing, appraisal, inspection, insurance, board or investment-committee approval, or other condition to Closing except as expressly set forth in this Agreement. **THERE IS NO INSPECTION PERIOD, AND BUYER HAS NO RIGHT TO TERMINATE THIS AGREEMENT, DELAY CLOSING, OR SEEK ANY CREDIT, ABATEMENT, OR REDUCTION OF THE PURCHASE PRICE FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE PHYSICAL CONDITION OF ANY PROPERTY OR THE STATE OF TITLE, except as expressly provided in Paragraph 7 below.**

4. AS IS SALE; NO REPRESENTATIONS OR WARRANTIES.

EACH PROPERTY IN THE LOT IS SOLD, AND BUYER SHALL ACCEPT EACH PROPERTY AT CLOSING, "AS IS, WHERE IS, WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION AS TO THE CONDITION OF ANY PROPERTY, ITS COMPLIANCE WITH ANY BUILDING, ZONING, ENVIRONMENTAL, OR OTHER LAW, CODE, OR REGULATION, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS, RENT ROLLS, TENANCIES, OR THE AVAILABILITY OF ANY PERMIT OR CERTIFICATE OF OCCUPANCY. SELLER IS ACTING SOLELY IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE BANKRUPTCY ESTATE, HAS LITTLE OR NO PERSONAL KNOWLEDGE OF THE PROPERTIES, AND MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO ANY PROPERTY OR THIS TRANSACTION. BUYER ACKNOWLEDGES THAT BUYER'S DECISION TO PURCHASE THE PROPERTIES IS, AND WILL BE, BASED SOLELY UPON BUYER'S OWN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PROPERTIES CONDUCTED BEFORE SUBMITTING ITS BID, AND NOT UPON ANY STATEMENT,

REPRESENTATION, OR WARRANTY, WRITTEN OR ORAL, MADE BY SELLER, ANY BROKER, OR ANY OTHER PERSON

AS IS, WHERE IS INCLUDES MUNICIPAL RE-OCCUPANCY REQUIREMENTS. SOME MUNICIPALITIES REQUIRE AN INSPECTION, CERTIFICATE OF USE, RE-OCCUPANCY OR RECERTIFICATION APPROVAL, RENTAL REGISTRATION, OR SIMILAR MUNICIPAL APPROVAL BEFORE A UNIT MAY BE OCCUPIED, RE-OCCUPIED, RE-LET, OR TRANSFERRED. SELLER HAS NO OBLIGATION TO OBTAIN ANY SUCH APPROVAL, TO PERFORM ANY WORK OR CURE ANY VIOLATION REQUIRED TO OBTAIN ONE, OR TO PAY ANY RELATED FEE OR FINE. BUYER SHALL CLOSE ON EACH PROPERTY WHETHER OR NOT ANY SUCH APPROVAL HAS BEEN APPLIED FOR, ISSUED, OR DENIED, AND BUYER HAS NO RIGHT TO TERMINATE THIS AGREEMENT, DELAY CLOSING, OR SEEK ANY CREDIT, ABATEMENT, OR REDUCTION OF THE PURCHASE PRICE ON ACCOUNT OF ANY SUCH REQUIREMENT. BUYER ASSUMES SOLE RESPONSIBILITY, AT ITS EXPENSE, FOR OBTAINING ANY SUCH APPROVAL AFTER CLOSING AND FOR ANY WORK, FEE, OR FINE REQUIRED TO OBTAIN IT.

5. BANKRUPTCY COURT APPROVAL; AUCTION; BID IRREVOCABILITY.

Seller's obligation to sell, and this Agreement's effectiveness, are expressly contingent upon entry by the Bankruptcy Court of an order approving the sale of the Properties to Buyer free and clear of all liens, claims, interests, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code (the "**Sale Order**"), with any such liens, claims, and encumbrances to attach to the proceeds of sale to the same extent and with the same priority as existed immediately before Closing. This Agreement reflects Buyer's bid submitted before the deadline established in the Bid Procedures Order (the "**Bid Deadline**") and is submitted subject to higher or better offers. If more than one qualified bid is received for the Lot, Seller may conduct an auction (the "**Auction**") at which other qualified bidders may submit competing bids for the Lot, following which Seller will identify the highest or best qualified bid (the "**Successful Bid**") and the next highest or best qualified bid (the "**Backup Bid**"). If Buyer's bid is not the Successful Bid, Buyer may be designated the Backup Bidder, in which case this Agreement shall remain open for acceptance by Seller, with Buyer as backup purchaser, until the earlier of the closing of the Successful Bid and the date that is twenty (20) days after the hearing at which the Bankruptcy Court considers approval of the sale (the "**Sale Hearing**") Buyer's bid and this Agreement are irrevocable through the earlier of the Closing and the date that is twenty four (24) days after the Sale Hearing, and, if Buyer is designated the Backup Bidder, until the expiration of Buyer's obligation as Backup Bidder described above; Buyer may not withdraw, revoke, or reduce its bid during that period. If Buyer is neither the Successful Bidder nor the Backup Bidder, or if the Bankruptcy Court does not enter the Sale Order, this Agreement shall automatically terminate, the Deposit shall be returned to Buyer within ten (10) business days, and neither party shall have any further rights or obligations hereunder. Seller will seek entry of the Sale Order with a finding waiving the stay otherwise imposed by Bankruptcy Rules 6004(h) and 6006(d), so that the Sale Order is effective immediately upon entry.

6. CLOSING DATE AND TRANSFER OF TITLE; NO TITLE INSURANCE.

This transaction shall close on or before the date that is fifteen (15) days after entry of the Sale Order (which Seller will seek to make effective immediately upon entry, as provided in Paragraph 5 above), or such later date as Seller agrees in writing, at the offices of Agentis PLLC (the "**Closing**"). The parties agree that Agentis PLLC shall serve as escrow and closing agent for the Closing (the "**Closing Agent**"). At Closing, Seller shall convey each Property in the Lot to Buyer by Debtor in Possession Deed , conveying only such right, title, and interest in that Property as is held by the bankruptcy estate, free and clear of all liens, claims, interests, and encumbrances to the fullest extent provided in the Sale Order and Section 363(f) of the Bankruptcy Code. **THE DEEDS SHALL CONTAIN NO WARRANTY OF TITLE, EXPRESS OR IMPLIED, AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE STATE OF TITLE TO ANY PROPERTY. BUYER ACKNOWLEDGES AND AGREES**

THAT CLOSING SHALL OCCUR WITHOUT THE BENEFIT OF A TITLE INSURANCE POLICY, THAT SELLER SHALL NOT ORDER, FURNISH, OR PAY FOR ANY TITLE SEARCH, COMMITMENT, OR TITLE INSURANCE POLICY OF ANY KIND, AND THAT SELLER MAKES NO WARRANTY OR REPRESENTATION THAT MARKETABLE OR INSURABLE TITLE WILL BE CONVEYED AT CLOSING AS TO ANY PROPERTY. Buyer may, at Buyer's sole option, cost, and expense, obtain a title search, examination, and/or owner's title insurance policy for any Property before or after Closing, but neither the availability nor the cost of any such search or policy, nor any matter disclosed thereby, shall be a condition to Buyer's obligation to close, and Buyer shall have no right to terminate this Agreement, delay Closing, or seek any credit or reduction in the Purchase Price based upon the state of title to any Property, except as expressly provided in Paragraph 7 below.

7. NON-CONVEYABLE PROPERTIES; PARTIAL CLOSING.

If, before Closing, Seller determines that it cannot convey a Property in the Lot because Seller does not hold record title to it or because the Sale Order does not authorize its conveyance (a "Non-Conveyable Property"), that Property shall be removed from this Agreement, the Purchase Price shall be reduced by the amount Seller allocated to that Property under the Bid Procedures Order and by no other amount, and Buyer shall close on all remaining Properties in the Lot on the Closing Date and on the terms otherwise provided in this Agreement. Buyer's sole and exclusive remedy with respect to a Non-Conveyable Property is the reduction of the Purchase Price provided in this Paragraph 7, the Deposit is not reduced or returned by reason of it except to the extent the Deposit exceeds the reduced Purchase Price, and Buyer has no right to terminate this Agreement, delay Closing, or assert any claim against Seller on account of it.

8. RISK OF LOSS; CASUALTY; CONDEMNATION.

Seller has no obligation to maintain, repair, secure, or insure any Property prior to Closing. Buyer assumes all risk of loss to each Property from and after the Effective Date. If a Property is damaged by casualty or taken by eminent domain before Closing, Buyer shall nonetheless close on that Property without reduction of the amount Seller allocated to that Property, and Seller shall assign to Buyer, without warranty, Seller's interest in any insurance proceeds or condemnation award payable on account of the event, net of any amount required to be applied to a senior lien. Buyer has no right to terminate this Agreement, delay Closing, or reduce the Purchase Price on account of any casualty or taking, it being understood that Seller is not obligated to carry or maintain insurance on any Property.

9. LEASES AND TENANCIES.

Each Property is sold subject to any leases and tenancies affecting it, if any, and Seller makes no representation or warranty as to the existence, validity, term, rent, or performance of any lease, or as to the accuracy of any rent roll. At Closing, Seller shall credit Buyer with the amount of any tenant security deposits and prepaid rent actually held by Seller for the Properties, and Buyer shall assume Seller's obligations with respect to those amounts under Section 83.49, Florida Statutes, and applicable law. Where Seller does not hold a deposit that a lease recites, Buyer receives no credit for it and Seller has no liability for it. Seller will seek authority under 11 U.S.C. § 365 to assume each unexpired residential lease affecting a Property in the Lot and to assign it to Buyer effective at Closing. Buyer undertakes to perform the landlord's obligations under each assumed lease from and after Closing, and that undertaking constitutes Buyer's adequate assurance of future performance under 11 U.S.C. § 365(f)(2)(B). Any cure amount the Bankruptcy Court fixes under 11 U.S.C. § 365(b)(1), exclusive of any amount claimed by an association, is paid by Seller at Closing from the proceeds allocated to that Property. If the Bankruptcy Court does not authorize the assumption and assignment of a lease, the Property is nonetheless conveyed subject to that lease and to the rights of the tenant, without reduction of its Allocated Price (completed by Seller). Buyer further acknowledges that one or more Properties may be occupied by a tenant participating in the Housing Choice Voucher program under Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f, or any successor or equivalent program, administered by the public housing agency identified for that Property on Schedule 1 to the Bid Procedures (the "**Housing Authority**"). Each such Property is conveyed subject to the lease, the HUD tenancy addendum, and the housing assistance payments contract affecting it, and Buyer assumes the owner's obligations under them from and after Closing. Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining any and all approvals required from the Housing Authority in connection with the transfer of any such Property, including without limitation approval of Buyer as landlord and any new, amended, or assigned Housing Assistance Payments (HAP) contract. This Agreement and the sale of the Properties are not contingent upon Buyer obtaining any such Housing Authority approval, and Buyer shall have no right to terminate this Agreement, delay Closing, or seek any credit, abatement, or reduction of the Purchase Price

9A. ASSOCIATION APPROVAL; NO CONTINGENCY.

Buyer shall, in conjunction with its bid and in any event sufficiently in advance of the Closing Date to permit the association to act, submit a complete application to each condominium, homeowners, cooperative, or similar association governing a Property in the Lot, pay every application, transfer, screening, and estoppel fee the association requires, furnish all information the association reasonably requests, and pursue approval in good faith and with diligence, in each case at Buyer's sole expense. Buyer's obligation to close is not conditioned on association approval. If an association has not acted by the Closing Date, Seller may, in its sole discretion, extend the Closing Date as to the affected Property without extending it as to any other Property. If an association withholds approval, Buyer shall nonetheless close and may pursue approval after Closing, and Buyer has no right to terminate or rescind this Agreement, to delay Closing, to reduce the Purchase Price, or to assert any claim against Seller, the bankruptcy estate, or any lienholder on account of it.

10. PRORATIONS AND CLOSING COSTS.

Real property taxes for each Property shall be prorated as of the date of Closing based upon the most recent available tax bill for that Property. Rents actually collected for the month of Closing, if any, shall be prorated as of the Closing Date. Housing assistance payments are prorated as of the Closing Date in the same manner as rent, and any housing assistance payment Seller receives before Closing that is attributable to a period on or after the Closing Date is credited to Buyer at Closing Buyer shall pay documentary stamp taxes on the deed(s).. Buyer shall pay all other closing costs, including without limitation the cost of any title search, examination, or title insurance Buyer elects to obtain for any Property, and all recording costs.

11. DEFAULT.

If Buyer fails to close as required by this Agreement for any reason other than Seller's default, the Deposit is forfeited to the bankruptcy estate as liquidated damages and not as a penalty, the parties agreeing that Seller's actual damages would be difficult to ascertain. Forfeiture of the Deposit is Seller's sole and exclusive monetary remedy for Buyer's failure to close, but is without prejudice to Seller's right to seek specific performance or other equitable relief, and without prejudice to any right or remedy of Seller under the Bid Procedures Order or the Sale Order. If Seller fails to convey the Properties to Buyer for any reason other than Buyer's default, including without limitation the Bankruptcy Court's approval of a higher or better offer or the Bankruptcy Court's refusal to enter the Sale Order, Buyer's sole and exclusive remedy shall be return of the Deposit, and Buyer waives any right to specific performance, consequential damages, or any other claim against Seller or the bankruptcy estate..

12. SUCCESSORS; NO ASSIGNMENT WITHOUT CONSENT.

This Agreement shall bind and inure to the benefit of the parties' respective successors, heirs, administrators, trustees, executors, and permitted assigns. Buyer may not assign this Agreement without the prior written consent of Seller and, to the extent required by the Bid Procedures Order, the Bankruptcy Court.

13. NO PERSONAL LIABILITY; LIMITATION OF LIABILITY.

Seller is executing this Agreement solely in a representative capacity on behalf of the bankruptcy estate and not individually, and no personal liability shall attach to Seller or any professional, agent, or representative of Seller in connection with this Agreement. Any liability of Seller under this Agreement shall be limited solely to the assets of the bankruptcy estate, including the Properties and the proceeds of this sale, and shall not extend to any other assets of Seller or the Debtor.

14. NOTICES.

Notices under this Agreement shall be given in writing by electronic mail, with a copy by overnight courier, to Seller at ______________________________, Attn: ____________________, and to Buyer at ______________________________, Attn: ____________________. Notice is effective upon transmission of the electronic mail if sent on a business day before 5:00 p.m. Eastern Time, and otherwise on the next business day.

15. GOVERNING LAW; BANKRUPTCY COURT JURISDICTION; JURY TRIAL WAIVER.

The Bankruptcy Court shall retain exclusive jurisdiction to hear and resolve any dispute arising from or relating to this Agreement, the sale of the Properties, or the transactions contemplated hereby. This Agreement is governed by the Bankruptcy Code and, to the extent not inconsistent with it, by the laws of the State of Florida without regard to conflicts of law principles. **SELLER AND BUYER EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT.**

16. ENTIRE AGREEMENT; BID PROCEDURES ORDER CONTROLLING.

This Agreement, together with the Bid Procedures Order and the Sale Order, constitutes the entire agreement between the parties regarding the Properties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. If this Agreement conflicts with the Bid Procedures Order or the Sale Order, the Bid Procedures Order or Sale Order, as applicable, shall control.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

SELLER:

____

______________________________, solely as _____________________ of the bankruptcy estate of _____________________, and not individually

BUYER:

____

EXHIBIT A

SCHEDULE OF PROPERTIES

Loan Pool(s) ______

No.	**Street Address**	**Legal Description / Parcel ID or Folio No.**	**County**	**Allocated Price**
1	____________________	_________________________	___________	$__________
2	____________________	_________________________	___________	$__________
3	____________________	_________________________	___________	$__________
4	____________________	_________________________	___________	$__________
5	____________________	_________________________	___________	$__________
6	____________________	_________________________	___________	$__________
Total Purchase Price (must equal the Purchase Price stated above)				**$__________**