

STOP

This package is to be used for FDIC offers of \$50,000 or MORE. If your buyer is offering LESS please go back to the website and click on the link for offers LESS THAN \$50,000.

You are about to submit an offer to purchase a property from FDIC. The offer you are entering is considered to be fraudulent if you do not now have, in hand, the qualified buyer(s) social security number(s), the proper earnest deposit money of **5% OF THE OFFERING PRICE OR \$2,000, WHICHEVER IS GREATER MADE PAYABLE TO FDIC**, and the FDIC sales contract, including its Addendum A and Addendum B - completely promulgated including the appropriate prequalification letter from a lender or proof of cash. When completing the sales package, the following terms must be included, days to close will be no more than 45, no more than 10 days for inspection, \$100 per diem, legal description on addendum "A" shall read: {The property's full address and legal description}. Social security numbers are required. Buyer may be required to review and sign an environmental checklist and confidentiality agreement. Fraudulent bids subject all parties, including you and your buyer, to severe penalties under the law. All properties are offered subject to prior sale, withdrawal or cancellation and are sold "as-is". Receipt or postings of the notice that a buyer's offer has been "accepted" does NOT mean, explicitly or implicitly, that FDIC or its affiliates, including but not limited to, 100% Real Estate, Inc. has entered into a binding real estate contract to sell the subject property to the buyer. Receipt of such notice DOES NOT mean you have an accepted contract. A binding contract is still subject to timely receipt of a properly completed and signed sales contract package and satisfaction of all other necessary preconditions and requirements to a contract. No contract is considered binding until execution, in writing, by Seller. If required or requested documents are either not in the proper form or timeframe, Seller reserves the right to deem offer "non-responsive", and place the property back on the market and/or accept another offer at their sole discretion.

DO NOT SUBMIT ANY OTHER SALES CONTRACT.

All offers are Subject to Seller's corporate approval. **FDIC reserves the right to consider offers for up to 30 days before making a decision on the acceptability of any specific offer. Agents are advised to make buyers aware of this before placing an offer.**

Property is being sold in its present AS-IS, WHERE-IS condition unless otherwise specified.

Seller will not provide a survey.

If multiple offers are presented, Seller reserves the right to accept the offer deemed best.

Thank you for presenting an offer on this FDIC owned property. To process your offer in an efficient and timely manner, please following the directions below and complete this offer worksheet in its entirety.

All offers need to be emailed to offers@100percentflorida.com

Thanks again - 100% Real Estate, Inc. Contract Department

Please ensure that you are using the provided FDIC sales contract along with the provided FDIC Addendum A & Addendum B, escrow deposit receipt verification, and proof of cash or a pre-approval letter. You may only attach traditional addendums as outlined in paragraph 29 and/or 30 of the FDIC sales contract. This offer worksheet should be submitted as the first page of your offer and all pages should be submitted together. Should you have any questions, please email us at LLB@100percentflorida.com



PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT * PLEASE PRINT

Full Property Address: _____ Asset#: _____

Buyer's Full Name(s): _____

Buyer's Phone Number: _____

Buyer's Type of Ownership: Investor or Owner Occupant (circle one)

Type of Financing: _____ or is this Cash? _____

(If Financing) Lending Institution Name: _____

(If Financing) Lender's Full Name: _____

(If Financing) Lender's Phone Number: _____

(If Financing) Lender's Email: _____

Selling Agent's Full Name: _____

Selling Agent's Office Name: _____

Selling Agent's Phone Number: _____

Selling Agent's Fax Number: _____

Selling Agent's Office Address: _____

Selling Agent's Email: _____

Offering Price: _____

Current List Price: _____

Earnest Money Deposited: _____ Will You Be Placing Additional EMD? _____

Close Date: _____

Do You Understand That a \$100 Per Diem Will Be Charged Past Closing Date? _____

Buyer's Closing Costs Requested of Seller: _____ (Max. is 3%)

Requested Lender Repairs: _____

Requested Termite Inspection: _____

FHA/VA Non-Allowable: _____ Other (explain): _____

REAL ESTATE PURCHASE AND SALE CONTRACT

{ Instructions throughout the contract are in italics in "{}" brackets. }

1. **PARTIES:** This Real Estate Purchase And Sale Contract (the "**Contract**") is entered into by and between the **Federal Deposit Insurance Corporation**, in the following capacity(ies):

Receiver of _____

in its Corporate capacity.

Manager of the FSLIC Resolution Fund .

Manager of the FSLIC Resolution Fund as Receiver of _____

other _____

hereafter referred to as "**Seller**,"

and _____ *{check one}*
an individual, or a state of *{name of state}* _____ *{circle*
one} corporation/partnership/limited liability company/trust ("**Purchaser**").

2. **PROPERTY:** That certain tract or parcel of land described on ATTACHMENT A affixed hereto and incorporated herein, which parcel of land is to be sold together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "**Property**").

3. **PURCHASE PRICE:** Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase the Property for the purchase price of _____ and no/100 dollars (\$ _____) (the "**Purchase Price**"), to be paid in CASH at Closing (as defined in Section 11).

4. **EARNEST MONEY:** An earnest money deposit in the amount of _____ and no/100 dollars (\$ _____) (the "**Earnest Money**"), equal to the greater of (a) five percent (5%) of the Purchase Price or (b) two thousand dollars (\$2,000.00), is herewith tendered by Purchaser and is to be held by Seller. The Earnest Money will be in the form of cash, a cashier's check, or certified funds payable to Seller. The Earnest Money will NOT bear interest at any time. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money will be applied against the Purchase Price at Closing. In the event of default hereunder by Purchaser, the Earnest Money will be applied as provided in Section 16.

5. **SURVEY:** If Seller already has in its records a survey of the Property obtained in the normal course of its business, Seller will provide a copy of same to the Purchaser. In no event will Seller be required to furnish a current survey of the Property.

6. **TITLE COMMITMENT AND TITLE POLICY:** As soon as practicable after the Effective Date (as defined in Section 26), Seller will furnish Purchaser a Title Commitment from a title insurance company chosen by Seller and reasonably acceptable to Purchaser (the "**Title Company**"). At Closing, Seller will provide Purchaser a Title Policy in the full amount of the Purchase Price.

Purchaser will have five (5) days after receipt of the Title Commitment to make written title and survey objections to Seller (the "**Objections**"). Objections must be limited to matters which substantially and adversely affect title to the Property. If Purchaser does not give Seller written notice of Objections within the time period specified, Purchaser will have waived the right to raise Objections, will accept any and all deficiencies without postponement of Closing (as defined in Section 11), and will close under the terms of the Contract.

If Purchaser timely delivers Objections to Seller, Seller will have until the Closing Date (as defined in Section 11) to cure same. Seller has the right, in its sole discretion, to extend the Closing Date up to ninety (90) days from the original Closing Date in order to resolve Objections (the "**Extended Closing Date**"). Seller's intention to extend must be provided in writing to Purchaser on or before the Closing Date.

Seller may notify Purchaser at any time that Seller declines to cure one or more of the Objections. Purchaser has five (5) days from the receipt of such declination to make the election described below. If Seller fails to give notice of declination and fails to cure any of the Objections by the Closing Date or the Extended Closing Date, as applicable, Purchaser has five (5) days after such Closing Date or Extended Closing date, as applicable, to make the election described below. The election Purchaser has, in either event described above, is to either (i) terminate the Contract and obtain the Earnest Money per Section 16 of this Contract, or (ii) waive the unsatisfied Objections and complete the purchase under the terms of this Contract. Failure by the purchaser to make an election within the time frame specified in this paragraph will be treated as an election of option (i) above.

7. **INSPECTION PERIOD:** Purchaser will have a period of _____ days from and after the Effective Date to examine the Property and to conduct such physical tests, inspections, surveys, and other investigations as are reasonably necessary to determine whether the Property is suitable for Purchaser's intended purpose (the "**Inspection Period**"). Purchaser and Purchaser's agents and representatives will have reasonable access to the Property during normal business hours prior to closing. Notwithstanding the above, (a) Purchaser will give Seller reasonable notice of Purchaser's intention to enter onto the Property; (b) Purchaser must obtain written approval from Seller before Purchaser conducts any tests on the Property; and (c) Seller may require that a representative of the Seller accompany Purchaser or its agents while they are on the Property. Purchaser's tests and other inspections will not unreasonably interfere with the use and occupancy of the Property by Seller or Seller's tenants. In the event that the transaction contemplated by this Contract does not close for any reason, Purchaser is obligated to restore the Property to its condition prior to Purchaser's entry. This obligation will survive termination of this Contract. Purchaser will pay for all such tests and inspections.

A copy of every report of every test and inspection conducted by Purchaser on the Property, including but not limited to, any survey and any Environmental Report or Environmental Site Assessment, will be delivered to Seller within five (5) days after such report is received by Purchaser. Purchaser agrees to indemnify Seller, hold it harmless from, and defend it against any claims, causes of action, damages and expenses (including attorney's fees) in any way arising out of (a) Purchaser's or Purchaser's agents' presence on or about the Property, or (b) any test or inspection conducted by Purchaser on the Property. Such indemnity will survive the closing or any termination of this Contract and will not be merged therein.

If Purchaser reasonably determines that the Property is unsuitable for Purchaser's intended purpose, Purchaser may terminate this Contract by delivery of written notice to Seller prior to the expiration of the Inspection Period. In such event the Earnest Money will be returned to the Purchaser, and thereafter neither party will have any further rights or obligations under this Contract.

Should Purchaser fail to terminate the Contract prior to the expiration of the Inspection Period, Purchaser will be obligated to close the transaction without postponement of the Closing Date, under the terms of this

Contract. Any termination of this Contract by Purchaser after the expiration of the Inspection Period will entitle Seller to retain the Earnest Money as liquidated damages as provided in Section 16.

8. **CONVEYANCE OF TITLE:** Seller will convey the Property by Special Warranty Deed (the "Deed") subject to all easements, rights-of-way, exceptions, covenants, conditions, restrictions, encroachments, reservations, encumbrances, access limitations, and all other matters or conditions affecting the Property (including any Objections Seller has declined to cure and Purchaser has waived, per Section 6 above). Any personalty that may be owned by Seller that is situated on the Property at Closing will be conveyed to Purchaser by Quitclaim Bill of Sale.
9. **PROPERTY CONDITION: PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT:**
 - (i) **SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER -- WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE --AS TO (a) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (d) THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OTHER THAN THE WARRANTIES OF TITLE IN THE SPECIAL WARRANTY DEED, IF SUCH SPECIAL WARRANTY DEED IS ISSUED. SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS.**
 - (ii) **PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS."**
 - (iii) **NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT, PURSUANT TO THE INSPECTION PERIOD (IF ANY), PURCHASER HAS MADE (OR HEREBY WAIVES): (a) ALL INSPECTIONS OF THE PROPERTY DEEMED NECESSARY OR APPROPRIATE BY PURCHASER TO DETERMINE THE PROPERTY'S VALUE AND CONDITION, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS WASTE, AND ANY OTHER HAZARDOUS MATERIALS, AND (b) ALL INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) WILL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER ACCEPTS ALL LIABILITY THEREFOR, AS BETWEEN**

PURCHASER AND SELLER, AND INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF SUCH HAZARD. THIS INDEMNITY SURVIVES CLOSING AND WILL NOT BE MERGED WITH THE SELLER'S DEED.

10. **BROKER'S FEE:** By separate document, Seller has agreed to pay a real estate commission (the "**Commission**") to the real estate agent specified therein (the "**Broker**"), subject to the closing of this sale and payment of the full Purchase Price to Seller. Broker may agree to pay a portion of the Commission to any other licensed real estate agent but Seller will bear no liability for payment to any agent other than Broker. Purchaser represents to Seller that no real estate broker has been authorized to act on Purchaser's behalf, and Purchaser hereby indemnifies Seller from any claims which have been or may be asserted against Seller as to brokerage or similar fees with respect to the Property.
11. **CLOSING:** The closing and funding of this sale (the "**Closing**") will be on or before _____ days from the expiration of the Inspection Period (the "**Closing Date**"). Should the Closing Date fall on a Saturday, Sunday, or legal holiday, Closing will occur on the first business day thereafter. The Closing will take place at the office of the Title Company or, at Seller's option, at the office of Seller. If either party fails to close the sale under the terms of this Contract, the non-defaulting party will be entitled to exercise the remedies provided in Section 16. Any extension of the Closing Date must be in writing and executed by Purchaser and Seller in advance of the scheduled Closing Date, except in the case of the Seller's unilateral extension of the Closing Date as described in Section 6.
12. **POSSESSION:** Possession of the Property in its condition existing at the date of execution hereof, ordinary wear and tear excepted, will be delivered to Purchaser at Closing, subject to the rights or claims of parties in possession or vendors thereto. Delivery of the Deed by Seller and acceptance of the Deed by Purchaser will evidence the assignment by Seller and assumption by Purchaser of all written or oral agreements for lease of the Property and contracts in effect as of the Closing Date. From and after Closing, Purchaser will defend, indemnify, and hold Seller harmless from and against all claims, demands, and actions arising under such leases or contracts.
13. **CLOSING COSTS:** Seller will pay the cost of (i) preparation of the Deed and all other conveyance documents, (ii) one-half of the escrow fees charged by the Title Company, (iii) the premium for the Title Commitment and Title Policy, and (iv) Seller's attorneys' fees. Seller will cause any mortgages, deeds of trust, or other monetary liens recorded against the Property to be released, unless it elects not to cure according to Section 6 above. All other costs and expenses incurred in connection with the sale of the Property will be paid by Purchaser.
14. **PRORATIONS:** At Closing, Seller will deliver or credit to Purchaser all tenant security deposits then actually held by Seller. Seller will have no responsibility for security deposits not held by Seller at Closing. All prepaid rents, prepaid expenses, and accrued but unpaid expenses incurred in connection with the operation or maintenance of the Property will be prorated between Purchaser and Seller as of the Closing Date. Seller will be credited at Closing with the amount of any and all deposits held on behalf of Seller by utility companies with respect to the Property. All ad valorem taxes and assessments assessed against the Property will be prorated between Seller and Purchaser as of the Closing Date. Any proration will be final and not adjustable unless Seller challenges the assessed value of the Property for the year of Closing. If such challenge results in a reduction of the taxes for the year of Closing, then Seller will (i) notify Purchaser, (ii) provide Purchaser a recalculation of the proration based on the revised taxes, and (iii) provide Purchaser evidence of Seller's costs in challenging that year's assessment. Within fifteen (15) days of receipt of such notice and information, Purchaser will reimburse Seller for (i) the difference between the Seller's proration at Closing and the Seller's revised proration, plus (ii) Purchaser's pro rata share of Seller's costs in challenging that year's assessment. Notwithstanding the above, Purchaser will be responsible for all ad valorem taxes, interest, penalties, court costs, title costs, and attorney fees that become due as a result of (a) the transfer of the Property, (b) a subsequent change in the use of the Property, or (c) the omission of assessments on improvements. There will be no proration of the taxes discussed in this paragraph.

15. **CASUALTY LOSS:** In the event of damage or destruction of the Property by fire or other casualty prior to the Closing Date, which results in a loss exceeding twenty percent (20%) of the Purchase Price. Purchaser, within five (5) days of notice from Seller of the occurrence of such event, may either (i) receive the insurance proceeds payable as a result of the event and consummate the transaction in accordance herewith, or (ii) terminate this Contract. In the event of termination of this Contract the Earnest Money will be returned to Purchaser. Thereafter neither party hereto will have any further rights or obligations under this Contract.
16. **DEFAULT:** If Purchaser fails to perform any of his obligations hereunder, Seller's exclusive remedy for such default is (a) termination of this Contract by written notice to the Purchaser, and (b) retention of the Earnest Money as liquidated damages. If Seller fails to perform any of its obligations hereunder, Purchaser's exclusive remedy for such default is (a) termination of this Contract and liquidated damages as follows: (i) refund of the Earnest Money, and (ii) reimbursement by the Seller of Purchaser's documented out-of-pocket expenses, not to exceed \$1,000.00. The liquidated damages specified in this Section are not penalties, rather they are reasonable estimates of the cost to the Seller of holding the Property off the market, and the cost to the Purchaser of the lost transaction
17. **PROHIBITED PURCHASER:** Purchaser acknowledges that certain persons are prohibited from purchasing assets from Seller. Purchaser also acknowledges that under certain circumstances, Seller will not sell assets to certain persons. Accordingly, prior to the execution hereof, Purchaser has completed and executed the Purchaser Eligibility Certification (the "PEC") attached here to as ATTACHMENT B. Purchaser represents and warrants that the completed PEC is true and correct, and acknowledges that Seller is relying on the truth and accuracy of the completed PEC.

Any incorrect information on the PEC will constitute a breach of this Contract by the Purchaser. Should the Seller determine prior to Closing that any portion of the Purchaser's completed PEC is incorrect, Seller may terminate the Contract and retain the Earnest Money per Section 16 of this Contract and may pursue other sanctions provided by law.
18. **CONFIDENTIALITY:** Prior to the execution of the Contract, at the sole discretion of the FDIC, Purchaser is required to complete and execute the Confidentiality Agreement attached hereto as ATTACHMENT C. Any breach of the Confidentiality Agreement by Purchaser will be a default hereunder, as provided in Section 16.
19. **ATTORNEYS' FEES:** In any legal proceeding brought under or with relation to this Contract, the prevailing party will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
20. **AUTHORITY TO EXECUTE:** Only an FDIC employee who is an Attorney-in-Fact for the FDIC acting in the capacity stated in Section 1 is authorized by the FDIC to execute this Contract.
21. **SURVIVAL:** Sections 9, 10, 14, 23 and 27 of this Contract will survive the Closing and the delivery of the Deed and other conveyance documents from Seller to Purchaser. All of the terms and conditions of Sections 9, 10, 14, 23, and 27 will be and remain in full force and effect between the parties hereto.
22. **MODIFICATION:** This Contract supersedes any and all prior discussions, communications, and agreements between the Seller and the Purchaser, if any, with respect to the purchase of the Property and other matters contained herein. This Contract contains the sole and entire understanding between the parties hereto with respect to the transaction contemplated herein. This Contract will not be modified or amended except in writing executed by the Purchaser and Seller.
23. **APPLICABLE LAW:** This Contract will be governed by and construed and enforced in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state in which the Property is located.
24. **TIME:** Time is of the essence of this Contract.

25. NOTICES: All notices, requests, demands, or other communications required or desired to be given hereunder will be in writing and either delivered by (a) hand, (b) telecopier, (c) overnight delivery service, or (d) certified mail, return receipt requested, postage prepaid, to the addresses in the signature section below, and will be deemed given two (2) days after the date mailed, if mailed, one (1) day after the date sent, if sent by overnight delivery service, and on the day delivered if delivered personally to the address set forth or by telecopier to the facsimile (fax) number also set forth below.
26. EFFECTIVE DATE: The effective date of this Contract (the "Effective Date") will be the date upon which the last party to sign executes this Contract.
27. CONSTRUCTION: Unless stated otherwise, the words "day" or "days" refer to calendar days. Pronouns are used interchangeably herein to refer to masculine, feminine, or neuter antecedents. Purchaser waives the presumption that ambiguities, if any, will be construed against the drafting party. This Contract will be construed liberally and not in favor of the non-drafting party.
28. ATTORNEY CONSULTATION: The parties acknowledge and agree that this is intended to be a legally binding contract. The parties further acknowledge that federal law may impose certain duties upon brokers or signatories to this Contract when any of the signatories is a foreign party, or when any of the signatories receives certain amounts of U.S. currency in connection with a real estate closing. To the extent, if any, that either party fails to understand the effect of any part of this Contract, that party hereby agrees to consult an attorney prior to signing.
29. STATE SPECIFIC ATTACHMENTS: The following attachments are affixed and incorporated herewith to conform this Contract to the laws of the state in which the Property is located:
{If none of the attachments listed below are used, write "None" on the first line.}
- [] ATTACHMENT NO. D: _____
- [] ATTACHMENT NO. E: _____
- [] ATTACHMENT NO. F: _____
- [] ATTACHMENT NO. G: _____
- [] ATTACHMENT NO. H: _____
30. INDIVIDUAL LIABILITY. The individual signing this Contract purportedly on behalf of a corporation, partnership, limited liability company, or trust will be bound under this Contract in his or her individual capacity unless, prior to Closing, the individual complies with requirements that the Seller deems necessary or appropriate to insure conveyance of title to the named entity.
31. DISCLOSURES. As required by applicable law, the following disclosures are attached to this Contract, and the terms thereof are incorporated herein:
- [] ATTACHMENT NO. I: Lead-Based Paint Disclosure. If the Property includes any interest in real property on which a residential dwelling was built prior to 1978.
- [] ATTACHMENT NO. J: Other Environmental Matters. Other environmental matters require disclosure in connection with the conveyance of the Property to the Purchaser.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates set forth beneath their signatures.

PURCHASER:

{Individual Purchaser signs here. Entity Purchaser prints or types entity's name here.}

By: _____
{Entity's representative signs here.}

Name of Entity Purchaser's representative printed or typed: _____

Title of Entity Purchaser's representative: _____

Individual Purchaser's Name Printed or Typed: _____

Address: _____
{Use street address only. A Post Office Box address is NOT acceptable.}

Phone Number: _____

Fax Number: _____

Tax ID Number: _____

Date: _____

SELLER:

Federal Deposit Insurance Corporation, in the capacity stated above.
1601 Bryan Street
Energy Plaza
Dallas, Texas 75201

By: _____

Name: _____

Its: Attorney in Fact

Phone: _____

Fax: _____

Date: _____

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ATTACHMENT "A"
PROPERTY DESCRIPTION
(See Attached)

ATTACHMENT "B"

PURCHASER ELIGIBILITY CERTIFICATION
(See Attached)

ATTACHMENT "B"

PURCHASER ELIGIBILITY CERTIFICATION

Sale Number(s) _____

The purpose of the Purchaser Eligibility Certification is to identify Prospective Purchasers who are not eligible to purchase assets of failed financial institutions from the Federal Deposit Insurance Corporation under the laws, regulations and policies governing such sales. Completion of the Purchaser Eligibility Certification, **without modification**, is a prerequisite to any such purchase.

DEFINITIONS

Affiliated Business Entity. An Affiliated Business Entity of a Prospective Purchaser means its spouse, dependent child or any member of its household; or any entity that directly or indirectly is under the control of the Prospective Purchaser, controls the Prospective Purchaser or is under common control with the Prospective Purchaser.

Associated Person. An Associated Person of a Prospective Purchaser who is an individual is (1) the Prospective Purchaser's spouse or dependent child or any member of the household, (2) a partnership in which the Prospective Purchaser is or was a general or limited partner, or (3) a corporation of which the Prospective Purchaser is or was an officer or director. An Associated Person of a Prospective Purchaser that is an entity is (1) any individual or entity that, acting individually or in concert with one or more individuals or entities, owns or controls 25 percent or more of the Prospective Purchaser; or (2) a managing or general partner of the Prospective Purchaser.

Contractor. A Contractor is any individual or entity that has submitted an offer to the FDIC to perform services or has a contractual arrangement with the FDIC to perform services.

Delinquent Obligation. A Delinquent Obligation is any debt or duty to pay money to the FDIC in excess of \$50,000 (in the aggregate for all such debts or duties) that is more than 60 days delinquent, or any other failure to comply with the terms and conditions of a written agreement with the FDIC that continues for more than sixty (60) days following notice. A Delinquent Obligation does not include any debt that has been settled, nor any debt that has been sold or transferred by the FDIC, nor any debt for which the FDIC has reported forgiveness of debt through the issuance of an IRS form 1099, nor any debt discharged in bankruptcy.

Failed Institution. A Failed Institution is any bank or savings association that has been under the conservatorship or receivership of the FDIC or of the Resolution Trust Corporation. It includes any entity owned and controlled by such a bank or savings association.

FDIC. FDIC means the Federal Deposit Insurance Corporation, whether acting in its corporate capacity or as conservator or receiver of a Failed Institution.

Prospective Purchaser. A Prospective Purchaser is any individual or entity that has made or intends to make an offer to purchase assets of a Failed Institution from the FDIC. For

all purposes of this Certification, an "entity" includes any entity with a legally independent existence, including, without limitation, a trustee; the beneficiary of at least a 25% share of the proceeds of a trust; a partnership; a corporation; an association; or any other organization or society.

Substantial Loss. A Substantial Loss is (i) any debt or duty to pay money to the FDIC or a Failed Institution that has an outstanding balance of more than \$50,000 and that is more than 90 days past due; (ii) an unpaid final judgment of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; (iii) a deficiency balance following a foreclosure sale of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; or (iv) any loss of more than \$50,000 reported on an IRS Form 1099-C (Information Reporting for Discharge of Indebtedness).

ELIGIBILITY CERTIFICATION

The undersigned hereby certifies that all of the following statements are true, correct and complete when made and will be true at closing of the sale.

- A. **FDIC Employees.** The Prospective Purchaser is not an FDIC employee, the spouse of an FDIC employee, or the minor child of an FDIC employee.
- B. **Delinquent Obligors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities has a Delinquent Obligation. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria, contact the FDIC sales representative. Note: If the sale is for FDIC real estate owned or items such as furniture, fixtures or equipment, artwork, automobiles or other tangible items, and the bid price will be less than \$250,000 (per item or per pool), then the certification set forth in this paragraph B is not required.*
- C. **FDIC Contractors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities is a Contractor that has performed services within the past three years relating to any of the assets that the Prospective Purchaser might buy, unless the contract for services allows for the purchase of such assets. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria contact the FDIC sales representative.*
- D. **Officers or Directors of Failed Institutions.** Neither the Prospective Purchaser nor any of its Associated Persons has ever been an officer or director of a Failed Institution or of an affiliate of a Failed Institution who (1) has participated in a material way in one or more transactions that caused a Substantial Loss to any such Failed Institution; *and* (2) in connection with such Substantial Loss has been found by a court or administrative tribunal, or alleged in a judicial or administrative action brought by the FDIC or any federal or state governmental entity to have (i) violated any law, regulation or order issued by a federal or state banking agency; (ii) breached a written agreement with a federal or state banking agency or with a Failed Institution; (iii) engaged in an unsafe or

unsound practice in conducting the affairs of a Failed Institution; or (iv) breached a fiduciary duty owed to a Failed Institution.

- E. Debarment from Participation in the Affairs of a Failed Institution.** Neither the Prospective Purchaser nor any of its Associated Person(s) has been removed from, or prohibited from participating in the affairs of a Failed Institution by a final enforcement action by the FDIC or any other federal banking agency (Office of the Comptroller of the Currency, Office of Thrift Supervision, or the Board of Governors of the Federal Reserve System).
- F. Pattern or Practice of Defalcation.** Neither the Prospective Purchaser nor any of its Associated Person(s) has borrowed money or guaranteed loans in more than one transaction with the intent to cause a loss or with reckless disregard for whether such transactions would cause a loss to any financial institution insured by the FDIC, where these loans, in the aggregate, caused a Substantial Loss to one or more Failed Institutions.
- G. Convicted of Certain Crimes.** Neither the Prospective Purchaser nor any of its Associated Person(s) (1) has been convicted of committing or conspiring to commit any offense under Section 215, 656, 657, 1005, 1006, 1007, 1014, 1032, 1341, 1343 or 1344 of Title 18 of the United States Code affecting any Failed Institution; *and* (2) has defaulted on any debt or duty to pay money (including any guaranty) owed to the FDIC or any Failed Institution to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on.
- H. If Seller Financing Is Used.** Neither the Prospective Purchaser nor any of its Associated Persons (1) has defaulted on any debts or duties to pay money (including any guaranty) to the FDIC or a Failed Institution that, in the aggregate, exceed \$1,000,000, to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on; *and* (2) has made any fraudulent misrepresentations in connection with any of these debts or duties. *This representation is not required, and has no effect, if the Prospective Purchaser does not finance any portion of the purchase price through financing offered by the FDIC.*
- I. Transactions Structured to Circumvent this Certification.** Neither the identity nor form of the Prospective Purchaser, nor any aspect of the contemplated transaction, has been created or altered with the intent, in whole or in part, to allow an individual or entity who otherwise would be ineligible to purchase assets from the FDIC to benefit directly or indirectly from the proposed transaction.

PROSPECTIVE PURCHASER INFORMATION

Name of Prospective Purchaser		Tax ID Number or SSN	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (<i>Specify</i>)			
Physical Street Address (For Overnight Delivery)			
City	State or Province	Country	Postal Code
Contact Person and Title			
Telephone Number ()	Fax Number ()	E-Mail Address ()	

IN WITNESS WHEREOF, the undersigned has executed this Certification as of this _____ day of _____, _____.

PROSPECTIVE PURCHASER

[Print Name of Prospective Purchaser]

[Signature]

[Print Name and Title of Authorized Signatory]

Notice Concerning Legal Action

Any person who knowingly or willfully makes false or fraudulent statements or disclosures in connection with this Certification will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be subject to fines and/or imprisonment (18 U.S.C. §§ 1001, 1007 and 1014).

PRIVACY ACT STATEMENT

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823), 5 C.F.R. Part 3201, 12 C.F.R. Parts 340 and 366, and Executive Order 9397 authorize the collection of this information. The FDIC will use the information to assist in the determination of whether a Prospective Purchaser is eligible to purchase assets under the laws, regulations and policies pertaining to the FDIC. The FDIC may disclose this information: 1) to other federal, state or local agencies and to contractors to assist in the marketing or sale of assets; 2) to appropriate Federal, State or local agency or responsible authority, to the extent that disclosure is necessary and pertinent for investigating or prosecuting a violation of or for enforcing or implementing a statute, rule, regulation or order, when the information indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by any statute, or by regulation, rule or order issued pursuant thereto; 3) to a court, magistrate, or administrative tribunal in the course of presenting evidence, including disclosure to counsel or witnesses in the course of civil discovery, litigation, or settlement negotiations or in connection with criminal law proceedings, when the FDIC is a party to the proceeding or has a significant interest in the proceeding and the information is determined to be relevant and necessary; 4) to a congressional office in response to a written inquiry made by the congressional office at the request of the individual to whom the record pertains; or 5) in accord with any other routine use appropriate for the FDIC's Insured Bank Liquidation Records, *see* 53 Fed. Reg. 12816, April 19, 1988, effective October 1, 1988; 59 Fed. Reg. 18409, April 18, 1994. Submitting this information to the FDIC is voluntary. Your failure, however, to submit all of the information requested and to complete the form entirely could result in your inability to bid on or purchase FDIC-held assets.

ESTIMATED REPORTING BURDEN

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, Washington, D.C. 20429; and to the Office of Management and Budget, Paperwork Reduction Project (3064-0089), Washington, D.C. 20503. Respondents need not respond to this request for information unless it displays a currently valid OMB Control Number.