

REO SALE AGREEMENT

This Sale Agreement ("Agreement") is entered into on this **28th** day of **July 2017** between **Camelback IX LLC** known as ("Seller") and **Hill Funding LLC** and/or assigns ("Purchaser") sets forth the terms and conditions whereby the Seller agrees to sell and Purchaser agrees to purchase the pool of properties and improvements thereon (the "Pool") as generally identified in the attached Exhibit "A," (the "Property Schedule") as may be amended in accordance with the terms of this Agreement.

The Seller and the Purchaser agree as follows:

1. Definitions:

As used herein, the following terms shall have the following meanings (all terms defined below and in this Agreement in the singular to have the same meanings when used in the plural and vice versa). Terms otherwise not defined herein shall have the meanings assigned thereto in the Agreement.

- (a) "Agreement" shall mean the Sales Agreement, dated as of the date hereof, between Purchaser and Seller.
- (b) "Pool" shall mean the properties generally identified in the Property Schedule.
- (c) "Property Schedule" shall mean the list of Properties attached hereto as Exhibit "A" as may be amended by the Seller in accordance with the terms of this Agreement.
- (d) "Property" shall mean any individual property in the Pool.
- (e) "Purchase Price" shall mean the price to be paid by the Purchaser to the Seller to purchase the Pool.
- (f) "Total Seller Purchase Proceeds" shall mean the Purchase Price plus the Closing Costs due from Purchaser to Seller.
- (g) "Deposit" shall mean the non-refundable deposit paid by the Purchaser to the Seller in connection with this Agreement.
- (h) "Designated Value" shall refer to the value assigned to each individual Property as set forth in the Property Schedule

2. Purchase Price:

The Seller agrees to sell the Pool to the Purchaser for the following:

| | Average Per Unit | Total Amount |
|----------------|------------------|--------------|
| Purchase Price | \$8,100.00 | \$8,100.00 |

The Purchaser acknowledges that this Sale Agreement and its terms are subject to Seller's approval and must be signed by all parties in order to be binding. The Purchaser shall be responsible for all outstanding

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municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. In consideration for the Purchase price, the Purchaser agrees that the Seller shall not prorate for any taxes, costs or expenses due on the Properties. The Seller shall not be responsible for any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Pool, or an adjustment in the appraised value of the Pool. In the event any outstanding amounts due prevent the Seller from recording the deeds, Purchaser agrees to pay any outstanding amounts due immediately, upon notice from Seller. If Purchaser does not pay the outstanding amounts due, Seller may, at Seller's discretion, remove said Property from the Pool and retain the corresponding purchase price or record the deed and enforce Seller's rights under the terms of this agreement to collect the remaining balance due.

3. Time of the Essence/Closing:

This Contract will close on or before **July 31, 2017** Closing will occur upon Buyer's countersignature and acceptance of this Agreement signed by Purchaser ("Closing"). The Purchaser shall pay the Total Seller Purchase Proceeds to the Seller, by wire transfer, certified funds or verified deposit with the Seller, concurrently with delivery of the executed Agreement to the Seller. Purchaser agrees to execute and provide any documents, or certifications required by local, state or federal law related to the sale.

4. Financing:

This Agreement is not contingent on financing.

5. Inspections:

The Purchaser acknowledges that it inspected the Pool or obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Pool and waives and any objections to the condition of the Pool and to have accepted the Pool. The Purchaser shall keep the Pool free and clear of liens related to the Purchaser's inspections and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the Purchaser's inspection and the Purchaser shall repair all damages arising from or caused by the inspections. The Purchaser shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Purchaser shall provide reasonable notice to the Seller prior to any such inspection. In no event shall the Seller be obligated to make any repairs or replacements that may be indicated in the Purchaser's inspection reports. If a Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Purchaser, at the Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative.

6. Condition of Pool:

The Purchaser understands that the Seller acquired the Pool by foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, right of eminent domain or similar process and consequently, the seller has little or no direct knowledge concerning the condition of the pool. As a material part of the consideration to be received by the Seller under this Agreement as negotiated and agreed to by the Purchaser and the Seller, the purchaser acknowledges and agrees to accept the Pool in "as is" condition at the time of Closing,

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including, without limitation, any hidden defects or environmental conditions affecting the Pool, whether known or unknown whether such defects or conditions were discoverable through inspection or not. The Purchaser acknowledges that the Seller, its agents and representatives have not made and the Seller specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written in respect to, except as otherwise provided in subsection (d) below:

- (a) The physical condition or any other aspect of the pool including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, mold or any other matter affecting the stability, integrity, or condition of the Pool or improvements;
- (b) The conformity of the Pool or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure; and
- (c) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the pool or improvements including redhibitory vices and defects, apparent, non apparent or latent, which now exist or which may hereafter exist and which if known to the purchaser, would cause the Purchaser to refuse to purchase the Pool;
- (d) Any statements made or information provided by the Seller with regard to value, status or description of the Pool are for informational purposes only and the Purchaser shall not rely on the statements.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Pool. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Pool. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Pool or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Pool. The Purchaser is satisfied with the condition of the Pool notwithstanding the past or present existence of Mold in or around the Pool and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Pool.

The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Pool. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section.

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8. Personal Property:

Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Pool are not included in this sale or the Purchase Price. Any personal property at or on the Pool may be subject to claims by third parties and, therefore, may be removed from the Pool prior to or after the Closing. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Purchaser assumes responsibility for any personal property remaining on the Pool at the time of Closing.

9. Certificate of Occupancy:

If a Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole cost and expense. Neither the Purchaser, nor its representatives, shall enter upon any Property to make any repairs and/or treatments prior to Closing without the prior written consent of the Seller.

10. Delivery of Possession of Property:

The Seller shall deliver possession of the Pool to the Purchaser at Closing. The delivery of possession shall be subject to the rights of any tenants or parties set forth in this Agreement. If the Purchaser alters any Property or causes it to be altered in any way and/or occupies any Property or allows any other person to occupy any Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under this Agreement and the Seller may terminate this Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Individual Property prior to Closing and waives any and all claims for damages or compensations for improvements made by the Purchaser to the Individual Property including, but not limited to, any claims for unjust enrichment.

11. Deeds:

It is agreed that time is of the essence with respect to all dates specified in this Agreement; however, Purchaser expressly acknowledges and understands that Seller may not have received all of the deeds transferring the properties into the name of Seller. Seller will use commercially reasonable efforts to obtain those deeds.

Seller will receive all available deeds from its suppliers and then prepare deeds to transfer the Pool to Purchaser. Seller shall be responsible for filing for recording the deeds within 30 days of receipt from its suppliers. If during recording, unforeseen transfer fees or municipal liens are due, Purchaser will pay said additional fees. Purchaser is responsible for obtaining title insurance at its own discretion and cost.

The deeds that the Seller shall cause to be recorded shall be deeds that covenant that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by,

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through, or under the grantor, but not otherwise (which deed may be known as a Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of deed. Purchaser acknowledges that some properties may require additional steps to be taken by Purchaser and considers the delivery of such Quit Claim Deeds within 30 days of closing a completion of the transaction, regardless of record ability.

12. Defects in Title/Redemption:

The Seller is not obligated to remove any title defect in connection with the any Property in the Pool or remove any exception from a title policy or to bring any action or proceeding or bear any expense in order to convey title to a Property in the Pool or to make the title marketable and/or insurable. Any attempts or prior attempts by the Seller to remove such title exceptions and/or title defects shall not impose an obligation upon the Seller to remove those exceptions. The Purchaser acknowledges that the Seller's title to the Properties in the Pool may be subject to court approval of foreclosure, foreclosure deed recordation or rights of redemption.

13. Representations and Warranties:

The Purchaser represents and warrants to the Seller the following:

- (a) Purchaser is a duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization and it is registered or qualified to conduct business in all other jurisdictions in which the failure to be so registered would materially and adversely affect the ability of the Purchaser to perform its obligations hereunder;
- (b) The Purchaser has the power and authority to execute, deliver and perform the conditions set forth in this agreement. The Purchaser's execution of this agreement is not subject to any further approval, vote or contingency from any person or committee;
- (c) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which the Purchaser is subject and the Purchaser has obtained any consent, approval, authorization or order or any court or governmental agency or body required for the execution, delivery and performance by the Purchaser under the Agreement;
- (d) The Purchaser is not a consumer as defined by any state or federal consumer protection statute and in the event Purchaser is entitled to protection under said statute, Purchaser waives said protections;

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- (e) The Purchaser does not intend to use any Properties or Pool as a principal residence or for family, household or personal use;
- (f) The Purchaser is not associated with any illegal or fraudulent activity;
- (g) The Purchaser is not listed on the Department of Treasury OFAC list;
- (h) The Purchaser warrants that in the event Purchaser uses a third party that is entitled to a commission on connection with this transaction, the commission will be paid by the Purchaser, not the Seller;
- (i) The Purchaser is purchasing the Pool solely in reliance on its own investigation and inspection of the Pool and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (j) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Pool or the contents thereof;
- (k) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller; and
- (l) The Purchaser will not occupy or cause or permit others to occupy any Property prior Closing and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy a Property after Closing.

14. Waivers:

As a material part of the consideration to be received by the Seller under this agreement as negotiated and agreed to by the Purchaser and the Seller, the Purchaser waives the following:

- (a) Any and all claims arising from the values, description or status of the Pool;
- (b) All rights to file and maintain an action against the Seller for specific performance;
- (c) Right to record a lis pendens against any Property or to record this Agreement or a memorandum thereof in the real property records;
- (d) Right to invoke any other equitable remedy that may be available that if invoked, would prevent the seller from conveying any individual property or the pool to a third party purchaser;
- (e) Any and all claims arising from adjustments or prorations that are or may be discovered after Closing;

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- (f) Any claims for failure of consideration and/or mistake of fact as such claims relate to the purchase of the Pool or entering into or execution of or Closing under this Agreement;
- (g) Any remedy of any kind, including but not limited to rescission of this agreement, other than as expressly provided in Section 17 of this Agreement, to which the Purchaser might otherwise be entitled at law or equity whether based on mutual mistake of fact or law or otherwise;
- (h) Trial by jury, except as prohibited by law, in any litigation arising from or connected with or related to this agreement;
- (i) Any claims or losses the Purchaser may incur as a result of construction on, repair to, or treatment of a Property, or other defects, which may now or hereafter exist with respect to the property;
- (j) Any claims or losses related to environmental conditions affecting any Property including, but not limited to, mold, lead paint, fuel oil, allergens, or other toxic substances of any kind;
- (k) Any right to avoid this sale or reduce the price or hold the Seller responsible for damages on account of the condition of the any individual property or the pool, lack of suitability and fitness, or redhibitory vices and defects, apparent, non-apparent or latent, discoverable or non-discoverable; and
- (l) Any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the property or search of public records.
- (m) Any claims for outstanding municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any and penalties, collection fees or interest.

In the event that the Purchaser breaches any of the warranties described or contemplated under this Section and a court finds that such action is without merit, the Purchaser shall pay all reasonable attorneys fee and cost incurred by the Seller in defending such action, and the Purchaser shall be liable for liquidated damages.

15. Conditions to the Seller's Performance:

The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement if Seller determines that the Purchaser is engaged in any illegal or fraudulent activity of any kind, including but not limited to Purchaser's failure to pass a Department of Treasury OFAC check.

16. Seller May Remove Properties from the Pool:

Seller, in Seller's sole discretion, may remove any Properties from the Pool.

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In the event the Seller removes a Property from the Pool, Seller will reduce the Purchase Price according to the prices listed in the Property Schedule. The final Purchase Price, Closing Costs, Total Seller Proceeds and the amended Pool will be reflected in the final settlement statement sent by Seller to Purchaser.

17. Remedies for Default:

- (a) In the event of the Purchaser's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller shall retain the Deposit and may terminate this Agreement, move to another bidder, re-bid or consummate the sale to the Purchaser and seek enforcement under the terms of the Agreement.
- (b) In the event of the Seller's default or material breach under the terms of this Agreement, the Purchaser shall be entitled to the return of the Deposit as Purchaser's sole and exclusive remedy at law and/or equity. Any reference to a return of the Purchaser's Deposit contained in the Agreement shall mean a return of the Deposit less any escrow cancellation fees applicable to the Purchaser under this Agreement and less fees and costs payable for services and products provided during escrow at the Purchaser's request. The Purchaser waives any claims that any Property is unique and the Purchaser acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Purchaser. Upon return of the earnest money deposit to the Purchaser, this Agreement shall be terminated, and the Purchaser and the Seller shall have no further liability, no further obligation, and no further responsibility each to the other and the Purchaser and the Seller shall be released from any further obligation each to the other in connection with this Agreement.
- (c) The Purchaser agrees that the Seller shall not be liable to the Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle arising from or related to this Agreement or a breach of this Agreement.
- (d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

18. Indemnification:

The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of Purchaser's breach of the Agreement.

19. Risk of Loss:

Risk of loss with respect to the Pool and each Property therein shall transfer to Purchaser upon Closing. Purchaser expressly agrees and acknowledges that recordation of a deed transferring ownership to Purchaser is not a condition to the transfer of risk of loss to the Purchaser at Closing.

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20. Keys:

The Purchaser understands that if the Seller is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys.

21. Survival:

Recording of the deeds for the Properties in the Pool in Registry of Deeds shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 6, 9, 10, 12, 13, 14, 17, 18 and 19 as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the Closing, funding and the delivery of the deed and/or termination of this Agreement by any party and continue in full force and effect.

22. Severability:

The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

23. Assignment of Agreement:

The Purchaser shall not assign this Agreement without the express written consent of the Seller. The Seller may assign this Agreement at its sole discretion without prior notice to, or consent of the Purchaser.

24. Entire Agreement:

This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. No oral promises, representations (expressed or implied), warranties or agreements made by the seller and/or brokers or any person acting on behalf of the seller shall be deemed valid or binding upon the seller unless expressly included in this agreement. All negotiations are merged into this Agreement. The Seller is not obligated by any other written or verbal statements made by the Seller, the Seller's representatives, or any real estate licensee. The undersigned, if executing this Agreement on behalf of a Seller and/or the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.

25. Modification:

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No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Purchaser and the Seller.

26. Rights of Others:

This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to this Agreement, nor does it create or establish any third party beneficiary to this Agreement.

27. Counterparts:

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. In order to expedite the transaction contemplated herein, electronic signatures may be used in place of original signatures on this Agreement. The parties intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature.

28. Headings:

The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

29. Force Majeure:

Except as provided in Paragraph 19, Risk of Loss, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, terrorist attacks, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

30. Attorney Review:

The Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

31. Notices:

Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or by fax with confirmation of transmission to the numbers below. All notices to the Seller will be deemed sent or delivered to the Seller when sent or

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delivered to Seller, at the address or fax number shown below. All notices to the Purchaser shall be deemed sent or delivered when sent or delivered to the Purchaser at the address or fax number shown below.

IN WITNESS WHEREOF, the Purchaser and the Seller have entered into this Agreement as of the date first set forth above.

SELLER:

PURCHASER:

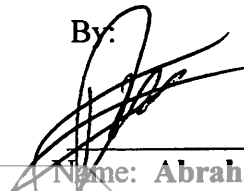
Camelback IX LLC

Hill Funding LLC

By:

By:

Patrick Cardon



Name: **Patrick Cardon**
Title: **Manager**

Name: **Abraham Sanchez**
Title: **Asset Manager**

2915 E. Baseline Road, Suite 109
Gilbert, AZ 85234
PH: 214-692-9520

7712 Taft St
Merrillville, IN. 46410
PH: 219-779-3424

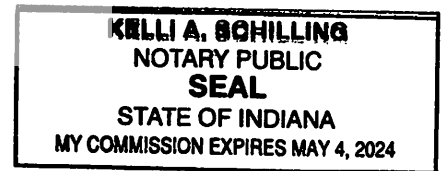
Document is NOT OFFICIAL!
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Signed and Sworn before me this 2nd day of August, 2017 by Abraham Sanchez.

Exhibit A
Property Schedule

Kelli A. Schilling
Notary Public

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| CAM-9674 | 4292 Van Buren St | Gary | IN | 46408 | \$ | 8,100.00 |
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