

## Deposit Receipt

Date

Seller  
Seller's Address

Re: Sale of Loans (see Exhibit A) by \_\_\_\_\_ ("**Seller**") to  
\_\_\_\_\_ ("**Purchaser**").

Dear \_\_\_\_\_:

As you are aware, Purchaser is the holder of that certain promissory note or notes (see Exhibit A for detail on Loan(s) the subject of this Deposit Receipt) evidencing certain Loan(s). Purchaser has advised Seller that it desires to purchase the Loan(s) from Swller, and Seller has agreed to negotiate with Purchaser the terms and conditions for such a purchase over the next \_\_\_\_ (\_\_) days. In consideration for Seller's agreement to negotiate exclusively with Purchaser during the next \_\_\_\_ (\_\_) days in connection with the purchase and sale of the Loan(s), Purchaser herewith hands Seller a non-refundable good faith deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "**Deposit**").

Purchaser acknowledges that the Deposit has been fully earned, is non-refundable and is good and valuable consideration for Seller's agreement to cease marketing the sale of the Loan(s) to other prospective purchasers and agreeing to negotiate exclusively with the Purchaser for the purchase of the Loan(s). Upon closing of the purchase transaction, the Deposit shall be credited against the "**Purchase Price**" (as defined below). Seller and Purchaser both agree that the consummation of the purchase by Purchaser must occur on or before \_\_\_\_\_ ("**Outside Closing Date**"). In the event the sale is not closed on or prior to the Outside Closing Date, Seller shall be permitted to commence and continue any of its efforts to market and sell the Loan(s) to other prospective purchasers. If the closing of the sale of the Loan(s) to Purchaser does not occur on or before the Outside Closing Date for any reason other than a default by Seller, then the Deposit for the Loan shall be retained by Seller as liquidated damages.

The following is a summary of the basic terms discussed by the parties for the sale of the Loan(s).

?? The purchase price for the Loan(s) shall be \_\_\_\_\_ percent (\_\_\_%) of the outstanding principal balance of the Loan(s) ("**Purchase Price**") as of the date of closing, which shall be paid at closing.

?? Seller shall assign all loan documentation, reserves, contract rights and benefit of insurance policies which shall be sold as described below, without recourse, to Purchaser at closing.

?? The Loan(s) shall be sold "as-is" and without representation or warranty, except for the following:

1. Seller owns the Loan free and clear of any lien or other encumbrance;
2. Seller has full power and authority, and has taken all action necessary, to execute and deliver the appropriate assignment documents and to fulfill its obligations under, and to consummate the transactions contemplated by, said assignment documents; and
3. The Loan will (will not) be subject to any servicing contracts.
4. (Other)

By executing below, Seller and Purchaser agree to negotiate in good faith with each other to consummate the purchase and sale of the Loan on or before the Outside Closing Date. In the event that the parties cannot consummate the purchase and sale of the Loan prior to the Outside Closing Date, Seller shall be under no further obligation to negotiate with Purchaser in connection with Purchaser's purchase of the Loan(s), and the Deposit will not be refunded to Purchaser.

Please execute below acknowledging your concurrence with the terms and conditions of this letter.

**SELLER**

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

**AGREED AND ACCEPTED**

**PURCHASER**

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_