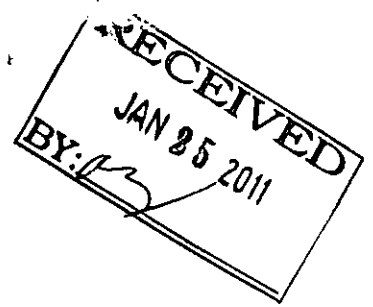


INSTALLMENT PURCHASE LAND CONTRACT



THIS AGREEMENT is made and entered into this 20th day of January, 2011 by and between Stonecrest Income and Opportunity Fund I, LLC ("Seller"), and Sylvia Gailyard Harley, [husband and wife], or [an individual] (hereinafter collectively referred to as "Buyer").

RECITALS

A. Seller is the owner of real property and improvements consisting of a single family residence known as and located at 4130 Owen Avenue, Jacksonville, FL 32209.

B. Seller desires to sell and Buyer desires to purchase the Property on the terms and conditions contained herein.

C. Seller shall retain legal title to the Property until Buyer pays to Seller the Purchase Price under the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions contained herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Property, and all improvements located thereon, for the following price and on the following terms and conditions:

1. **PURCHASE PRICE:** The total Purchase Price for the Property shall be the sum of Twenty Three Thousand Six Hundred Eighty Two and 51/100 Dollars (\$23,682.51).

2. **COMPONENTS OF PURCHASE PRICE:** The Purchase Price for the Property shall include:

A. **Down Payment:** At the time that Buyer executes this Agreement, Buyer shall pay to Seller a Down Payment in the amount of \$600.00, which amount shall be applied to the Purchase Price.

B. **Payment of Delinquent Property Taxes, Water Service Liens.** Buyer shall pay be responsible for the payment of all delinquent property taxes assessed to the

Property; Seller estimates that the approximate amount of delinquent property taxes as of the date of this Agreement, as disclosed by the taxing authority for the county in which the Property is located is \$2,698.40. Buyer shall also pay all interest and penalties accruing on said amount. Buyer shall also pay any and all water service liens chargeable to the Property; Seller estimates that the approximate the amount of delinquent water service liens as of the date of this Agreement to be \$0.00. Buyer shall also pay all accruing interest and penalties on said amount. Seller does not guarantee the accuracy of the amounts set forth in this Section 2.B. and advises Buyer that said estimates are subject to change. Seller strongly recommends that Buyer verify the accuracy of said amounts with the appropriate agency or taxing authority. **By initialing in the space below, Buyer hereby acknowledges its responsibility for the payment of all delinquent property taxes and water service liens encumbering the Property, and that the amounts set forth above are only good-faith estimates by Seller of the amounts due. Any discrepancy between these estimates and the actual amount of delinquent taxes and water service liens shall be the sole responsibility of Buyer and Seller shall have no responsibility of any kind for payment of said amounts or to reimburse Buyer for the actual amounts due.**


Buyer Initials


Buyer Initials

C. **Balance of Purchase Price:** The balance of the Purchase Price shall be paid in accordance with Section 4 of this Agreement, by Buyer's execution and delivery of a promissory note ("Note") in favor of Seller at Close of Escrow (as hereafter defined) in the principal amount of \$20,384.11, with interest, terms, security and conditions as set forth in Sections 4.C. and 4.D. below.

3. **TAX AND INSURANCE RESERVES.** Seller shall be entitled to require Buyer to fund a tax and insurance premium reserve account in the manner and for the purposes set forth below:

A. THROUGHOUT THE PROBATIONARY PERIOD (defined in Section 4.C. below) and, at the sole option of Seller, AT ALL TIMES DURING THE TERM OF THE NOTE, Buyer agrees to pay Seller such sums as Seller may from time to time estimate will be required to pay, at least thirty (30) days before due, the next due property taxes, assessments,

insurance premiums for Lender's insurance, and similar charges affecting the Property, less all sums already paid by Seller, divided by the number of months to elapse before one month prior to the date when such property taxes, assessments, and premiums will become delinquent. Such sums ("Impound Payments") shall be held by Seller without interest or other income to the Buyer in order to enable Seller to pay such taxes, assessments and premiums. Impound Payments shall be included in the monthly payments to be made by Buyer as required by Sections 4.C. and 4.D.2. of this Agreement. Should Seller's estimation of property taxes, assessments, and premiums prove insufficient, the Buyer upon demand agrees to pay Seller such additional sums as may be required to pay said amounts before such charges become delinquent. Seller shall have the right, but shall NOT have the obligation, to pay property taxes, assessments and insurance premiums if Buyer has failed to make Impound Payments in the amounts demanded by Seller. The insurance premium component shall be eliminated from the Impound Payment if, and only if, Buyer has provided Seller with proof of the existence of fire and liability insurance covering the Property in an amount at least equal to the principal amount remaining due on the Note, and naming Seller as an additional insured thereunder.

B. If at any time Buyer is in default under the terms of this Agreement during the Probationary Period, or defaults under the terms of the Note, Seller, at its sole option, may apply all or any portion of the Impound Payments that it holds pursuant to Section 3.A. to any amount due Seller under this Agreement or amount due under the Note and in such order as Seller may elect. If Seller has not so applied the Impound Payments prior to cancellation of this Agreement, the Seller shall be entitled to all such funds and will apply such funds as Seller may elect, in its sole discretion. Buyer's transfer in fee of all or a part of the Property to a third party shall automatically transfer to the grantee all or a proportionate share of Buyer's rights and interest in the Impound Payments accumulated under Paragraph 3.A.

NOTICE TO BUYER: THIS AGREEMENT (AT SECTION 7) REQUIRES THAT YOU OBTAIN AND MAINTAIN FIRE AND LIABILITY INSURANCE FOR THE PROPERTY IN AN AMOUNT AT LEAST EQUAL TO THE PRINCIPAL AMOUNT OF THE NOTE. UNTIL SUCH TIME AS YOU PROVIDE PROOF TO SELLER OF THE EXISTENCE OF SUCH INSURANCE, AND AT ANY TIME THAT SUCH INSURANCE LAPSES OR IS CANCELLED FOR ANY REASON, SELLER WILL MAINTAIN IN EXISTENCE A POLICY OF LENDER'S INSURANCE IN AN AMOUNT AND WITH

TERMS AND COVERAGE DETERMINED SOLELY AT THE DISCRETION OF SELLER. SUCH A POLICY SHALL BE SOLELY FOR THE PROTECTION OF SELLER'S INTEREST IN THE PROPERTY AND SHALL NOT BE FOR THE BENEFIT OF BUYER, NOR SHALL THE POLICY NECESSARILY COVER THE VALUE OF THE PROPERTY. BUYER SHALL NOT BE NAMED AS AN ADDITIONAL INSURED ON ANY POLICY PROCURED HEREUNDER BY SELLER.

4. **TERMS OF PAYMENT; TITLE:** The Purchase Price for the Property shall be paid as follows:

A. **Down Payment:** Buyer shall pay to Seller the Down Payment on the date that Buyer executes this Agreement, by delivery to Seller of this executed Agreement together with the amount of the Down Payment, either by cashier's check or money order.

B. **Delinquent Property Taxes, Water Service Liens:** If the Purchase Price includes the payment of delinquent property taxes and/or water service liens assessed to the Property (collectively "Delinquent Assessments"), Buyer must pay the Delinquent Assessments in their entirety on or prior to Close of Escrow. **SEE SECTION 2.B. ABOVE.**

C. **Probationary Installments:** Buyer shall make installment payments to Seller in accordance with this Section 4.C. for a minimum of Twenty Four (24) months after delivery of the executed Agreement and the Down Payment to Seller ("Probationary Period"). In the event that Buyer has not paid the Delinquent Assessments in full during the Probationary Period, the Probationary Period shall be extended until such time as Buyer has paid the Delinquent Assessments in their entirety. During the Probationary Period, Buyer shall pay to Seller equal monthly installments of \$445.00, ("Probationary Installments"), payable on the first day of each month, commencing on March 1, 2011 and continuing on the 1st day of each month thereafter for at least Twenty Four (24) months and until Buyer has provided written proof to Seller that the Delinquent Assessments are paid in full. Payment of the Probationary Installments shall be delivered to Seller at Stonecrest Income & Opportunity Fund I, LLC 4300 Stevens Creek Blvd. #275 San Jose CA 95129 Attn: Payment Processing. Each monthly Probationary Installment shall be delinquent if not received by Seller within Ten (10) calendar days of the date each Probationary Installment is due. If any Probationary Installment payment is delinquent, there shall be added to the Probationary Installment due a late charge

equal to Ten Percent (10%) of Probationary Installment that is overdue. In addition, Seller shall be entitled to serve on Buyer a "Ten Day Notice to Quit" as described in greater detail in Section 5 of this Agreement. **SEE ALSO SECTION 3 RE: TAX AND INSURANCE RESERVES.**

D. Balance of Purchase Price—Note and Mortgage:

(1) The Balance of the Purchase Price shall be paid by Buyer's execution and delivery to Seller of a Note and a Mortgage. The Note shall be secured by a Mortgage encumbering the Property as a lien of first priority. Buyer shall execute the Note and the Mortgage referenced in this Section 4.D. on or before the date of Close of Escrow, as defined in Section 10 of this Agreement. The Mortgage shall be recorded concurrently with the recordation of the Quitclaim Deed (as defined below) in the County where the Property is located.

(2) The principal amount of the Note shall be equal to the Purchase Price, less the Down Payment. The Note shall earn interest at the rate of 9.00% per annum. The Note will be dated as of the date this Agreement is executed, and shall be paid over a term of Ninety Five (95) months from the date that is the first day of the second month after the date that this Agreement is executed. Payments on the Note will be payable in equal installments in the amount of \$ 445.00 per month ("Monthly Installment"), on the first day of each month, commencing on March 1, 2011. The Monthly Installment includes principal and interest of \$ 300., an impound payment for property taxes in the amount of \$ 105.00 and a further impound payment for insurance premiums in the amount of \$ 40.00. Each Probationary Installment paid by Buyer in accordance with Section 3.C. of this Agreement shall be credited to the Monthly Installment due on the Note. **SEE ALSO SECTION 3 RE: TAX AND INSURANCE RESERVES.**

E. Recordation of Quitclaim Deed and Mortgage; Conditions.

Upon: (i) Buyer's payment of the Down Payment and the Delinquent Assessments in full, (ii) Buyer's execution and delivery of the Note and the Mortgage to Seller, and (iii) Buyer's timely payment of all Probationary Payments, Seller shall record in the County in which the Property is located a Quitclaim Deed to the Property, transferring to Buyer record title to the Property, and shall simultaneously record the Mortgage. Seller will not provide a policy of title insurance to

Buyer. Buyer may, its Buyer's sole cost, obtain a policy of title insurance from a title insurance issuer of Buyer's choice.

5. **POSSESSION PRIOR TO RECORDATION OF QUITCLAIM DEED;**

DEFAULT ON NOTE: Buyer shall have the right to possession of the Property as of the date that (i) Buyer has paid to Seller the Down Payment, and (ii) delivered to Seller a fully-executed copy of this Agreement. Buyer's possession of the Property shall be with all of the attendant benefits and burdens of ownership, while the Probationary Payments are being paid; provided that, during the period prior to Close of Escrow and while Buyer is making the Probationary Payments to Seller, Seller's and Buyer's status with respect to each other is that of landlord and tenant, respectively. If, for any reason, Buyer shall fail to make a timely payment of the Probationary Payments as required by the terms of this Agreement, Seller may, at its sole discretion, serve upon Buyer a Ten (10)-Day Notice to Quit. If Buyer has not timely cured the Probationary Payment default set forth in the Ten-Day Notice to Quit within ten (10) calendar days of the service of said Notice, Buyer shall **immediately** vacate the Property and turn over possession of the Property, including the keys, to Seller in care of its designated local representative. Said representative shall be identified in the Ten (10)-Day Notice to Quit. If Buyer does not timely cure the default by bringing current all unpaid Probationary Payment(s) and fails to vacate the Property in accordance with the Ten-Day Notice to Quit, Seller shall be entitled to exercise all rights of a landlord under applicable local law to evict Buyer from the Property. Whether Buyer delivers possession of the Property to Seller voluntarily or after eviction, Buyer shall not be entitled to any reimbursement of the Down Payment or the Probationary Payments made to that point; all of said payments shall be deemed earned by Seller and forfeited by Buyer.

6. **PROPERTY TAXES.** *[THIS PARAGRAPH SHALL ONLY BE APPLICABLE IN THE EVENT THAT SELLER ELECTS NOT TO REQUIRE BUYER TO MAKE IMPOUND PAYMENTS FOR PROPERTY TAXES AS AUTHORIZED BY PARAGRAPH 3 OF THIS AGREEMENT]* Buyer shall be responsible for the payment of real property taxes assessed against the Property and Buyer shall pay said taxes to the tax collector in the county in which the Property is located prior to the due date of each property tax installment. Seller shall timely deliver to Buyer any tax bill it has received for the Property for the tax period in which the sale of the Property is completed. Buyer shall be solely responsible for the payment of all current and

delinquent property taxes and assessments charged to the Property. Seller shall have no responsibility for payment of any property taxes applicable to the Property.

7. **FIRE AND HAZARD INSURANCE**: SELLER REQUIRES THAT BUYER OBTAIN AND MAINTAIN A POLICY OF FIRE AND HAZARD INSURANCE COVERING THE PROPERTY AT THE TIME THAT BUYER TAKES POSSESSION OF THE PROPERTY UNDER THE TERMS OF THIS AGREEMENT. WHENEVER OBTAINED, BUYER SHALL NAME SELLER AS AN ADDITIONAL INSURED UNDER THE INSURANCE POLICY.

Prior to the Close of Escrow, Buyer MUST have acquired, and must continue to carry and maintain during the term of the Note, fire and hazard insurance, with extended coverage endorsement for the benefit of Seller and Buyer, on all improvements located on the Property in an amount at least equal to the total unpaid balance of the Note. In the event that Buyer has defaulted in any of the Probationary Payments on the Note required by this Agreement and Seller has extended the time for Buyer to complete its obligation to make Probationary Payments, Seller may, at its sole discretion, require Buyer to procure fire and hazard insurance pursuant to the requirements of this Section 7 notwithstanding that Buyer has not recorded the Quitclaim Deed.

In the event of fire or other casualty resulting in damages to the improvements located on the Property covered by the Buyer's insurance policy, all insurance proceeds from any policy of insurance obtained by the Buyer pursuant to this Section 7 shall be paid to Seller up to the balance due on the Purchase Price.

Copies or certificates of such policies shall be delivered to Seller upon the issuance of the policy to Buyer, but in any event prior to recordation of the Quitclaim Deed. The policy shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except after thirty (30) days' written notice to Seller. Buyer shall pay all premiums due for said insurance on or before their due date.

In the event that the Buyer has not obtained fire and hazard insurance for the Property by the date for recordation of the Quitclaim Deed and provided proof thereof to Seller, Seller may, at its sole option, either: (i) refuse to record the Quitclaim Deed, cancel this Agreement and retain any payments made hereunder as its damages for Buyer's non-performance hereunder, or (ii) record the Quitclaim Deed and the Mortgage and procure forced-

placed insurance for the Property in the amount of the unpaid balance of the Purchase Price and bill Buyer for the cost of the premium for such coverage. In the event that Seller elects to record the Quitclaim Deed and the Mortgage and obtain force-placed insurance, but Buyer fails to pay the premium for the force-placed insurance within 30 calendar days of Seller's billing, Seller may declare a default under the terms of the Mortgage and undertake all default remedies available under the terms of the Note and Mortgage.

8. **LIENS AND ENCUMBRANCES; CONDITION OF TITLE:** Seller makes **no representations or warranties** to Buyer regarding any liens or encumbrances affecting the Property, including but not limited to real property taxes, covenants, conditions, restrictions and easements, whether or not of record. Seller does warrant that it shall not cause, commit, or suffer any further or additional liens or encumbrances to be placed upon or imposed upon the Property prior to the recordation of the Quitclaim Deed without the prior written consent of Buyer.

9. **PERSONAL PROPERTY:** The following items of personal property are included within the purchase price and title to which shall be transferred to Buyer concurrent with the delivery of the Quitclaim Deed to Buyer: All built-in appliances and window coverings currently in the Property.

10. **ESCROW; CLOSE OF ESCROW; COSTS AND PRORATIONS:** Escrow for this transaction will be conducted by Stonecrest Income and Opportunity Fund I, LLC, 4300 Stevens Creek Boulevard, Suite 275, San Jose, CA 95129; escrow officer: NA. Provided that Buyer has paid all Probationary Payments in accordance with this Agreement, escrow shall close within three (3) business days after Buyer's deposit into Escrow of: (i) the Note and the Mortgage, duly executed and notarized, (ii) a policy of fire and hazard insurance procured by Buyer covering the Property and, (iii) if applicable, satisfactory written proof that Buyer has paid all Delinquent Assessments ("Close of Escrow"). Seller and Buyer shall split equally all escrow costs, transfer taxes applicable to this transaction, and costs to record the Mortgage and the Quitclaim Deed, in accordance with the usual and customary practices of the county in which the Property is located.

11. **NOTICES:** Any notices or demands to be given by one party to the other as required by this Agreement, or otherwise, shall be delivered by the deposit thereof in the

United States mail, postage prepaid, registered or certified, with return receipt requested, and addressed to the parties as follows:

SELLER: Stonecrest Income and Opportunity Fund I, LLC
Attn: Jon O. Freeman
4300 Stevens Creek Boulevard, Suite 275
San Jose, CA 95129

BUYER: Sylvia Gailyard Harley _____
4340 Jerome Ave _____
Jacksonville, FL 32209 _____

Any such notice shall be deemed to have been delivered two (2) business days after mailing by first class mail.

12. **TIME:** Time is of the essence of this Agreement. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any other breach or default.

13. **BROKERS:** The parties hereto expressly promise covenant and agree that neither has nor will employ the services of any real estate broker, agent, or finder in connection with the transaction which is the subject matter hereof and that there are no real estate brokerage, agency or finder's fees payable to any person, firm or entity in connection with the transaction which is the subject matter hereof.

14. **NO WARRANTIES AND/OR REPRESENTATIONS:** Buyer hereby acknowledges, understands and agrees that Buyer has thoroughly inspected and examined the Property and has been afforded sufficient opportunity so to do. Buyer is familiar with all factors relevant to the Property's current and prospective use and its physical condition. Buyer further warrants and agrees that Buyer is familiar with and has examined and inspected or has been afforded sufficient opportunity to examine and inspect all matters with respect to taxes, assessments, municipal uses, use permits, zoning, soils conditions, covenants, conditions and restrictions, all aspects of its physical and structural condition

related to the Property, and any and all other matters, facts or circumstances bearing upon the value of the Property in Buyer's judgment and for Buyer's prospective purposes and uses. Buyer acknowledges that Buyer is purchasing the Property solely and exclusively in reliance upon Buyer's own knowledge, familiarity, inspection and examination and not in reliance upon any promise, warranty or representation by Seller not specifically set forth herein. Buyer further acknowledges that Buyer is acquiring the Property in its "as is" condition and that Seller has made no promises, warranties or representations, express or implied, oral or written, with respect to the property, or any other matter herein set forth, nor have any agents, employees or other representatives of Seller, and Buyer has not relied thereon for any purpose. In the event that any facts, conditions or circumstances change, or turn out differently from that which Buyer believes or knows concerning the Property and related matters as of the date hereof, Buyer's obligations hereunder shall remain in full force and effect, and with no right to delay payment or performance of the terms of this Agreement, or to seek any relief or compensation from Seller as a result thereof.

15. **BUYER'S INDEMNITY OF SELLER:** Buyer hereby indemnifies and holds Seller harmless, effective as of the date that Buyer takes possession of the Property, for any damages, liabilities, claims, litigation, or other obligations incurred or suffered by Seller which may occur as a result of activities or occurrences at the Property, including but not limited to, any and all damages to the improvements located on or about the Property and any persons who come onto the Property, whether owners, licensees, agents, invitees, employees, contractors or trespassers.

16. **ASSIGNMENT OF CONTRACT:** Buyer shall not transfer, sell or assign their interest in this Agreement or in the Property without the written consent of Seller. In the event of an acceleration of any senior encumbrance (by reason of a transfer, sale or assignment by the Buyer of its interest in the Property) the total amount of unpaid principal and interest due under this contract shall be immediately due and payable to Seller in order to protect the Seller against the loss of his security interest herein.

17. **CONSTRUCTION:** All words used in this agreement, including the words "Seller" and "Buyer" shall be construed to include the plural as well as the singular number and

words used herein in the present tense shall include the future as well as the present, and words used in the masculine gender shall include the feminine and neuter gender.

18. **COUNTERPARTS:** This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all parties hereto, notwithstanding that all of the parties not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

STONECREST INCOME AND OPPORTUNITY FUND I, LLC

By: [Signature]
JON O. FREEMAN, Managing Member

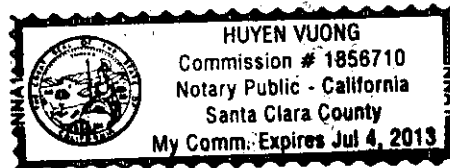
State of California)
) ss.
County of Santa Clara)

On 01/26/2011 before me, Huyen Vuong, Notary Public personally appeared Jon Orville Freeman who proved to me on this basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (Notary Seal)
Notary Public



BUYER:

Sylvia Gailyard Harley
Sylvia Gailyard Harley

Sylvia Gailyard Harley

State of Florida)
) ss.
County of Duval)

On 1/21/11 before me, EARL M. LOWMAN, Notary Public
personally appeared Sylvia Gailyard Harley who
proved on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Earl M. Lowman
Notary Public



(SEAL)