

Closing Statement  
Lot Fresh Charged-Off Account Resale

SELLER: Platinum Capital Investments, Ltd

BUYER:

CLOSING DATE: , 2011

CUT-OFF DATE: , 2011

LOT NO.:

NUMBER OF ASSETS:

RECEIVABLE FACE VALUE:

PURCHASE PRICE (%) 8.16%

PURCHASE PRICE (\$):

ADMINISTRATIVE FEE (4% of purchase price)

**TOTAL BALANCE DUE:**

FUNDING DATE: Due on or before \_\_, 2011 per the following wire instructions:

Bank Name: First National Bank of Staunton  
Attn: Wire Department  
115 South Elm Street  
Staunton, IL 62088

ABA Number: 081904015

Credit to Account: National Loan Exchange Inc. Trust Account

Account Number: 5197643

Reference: Please indicate that the funds are for the 2011 Platinum Capital Resale, Lot #, and  
the Buyer name as listed on this agreement

In order to assure proper allocation of funds to each Buyer's balance due, this information must be included on all wire transfers.

## PURCHASE AND SALE AGREEMENT

This agreement ("Agreement") effective \_\_\_\_\_, 2011 is entered into by and between Platinum Capital Investments, Ltd ("Seller"), with an address of 1132 Glade Rd., Colleyville, TX 76034 USA, and ("Buyer"), with an address of , . In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the meanings set forth below. Words used herein, regardless of the number specifically used, shall be deemed and construed to include any other number, singular or plural, as the context indicates is appropriate.

**"Accounts"** means charged-off Visa USA Inc. or MasterCard International, Inc. consumer credit card obligations in the Pool to be purchased by Buyer under this Agreement as identified in the Receivables Data file.

**"Administrative Fee"** means the nonrefundable fee calculated as four per cent (4%) of the Purchase Price to be paid by Buyer to National Loan Exchange, Inc. on the Funding Date in accordance with the Closing Statements.

**"Affidavit"** means the form identified as such and attached hereto and incorporated herein by reference.

**"Bill of Sale"** means the form identified as such and attached hereto and incorporated herein by reference.

**"Cut-Off Date"** means the date identified as such on the Closing Statement.

**"Closing Date"** means the date listed as such on the Closing Statement, and is the date on which the transaction contemplated by this Agreement for the Pool shall close.

**"Closing Statement"** means the form identified as such and attached hereto as the cover sheet of this Agreement and incorporated herein by reference.

**"Debtors"** means the person(s) obligated to pay an Account.

**"Delivery Date"** means the date the final Receivables Data File for the Pool will be delivered to Buyer.

**"Pool"** means a set of Accounts and related Receivables to be sold hereunder that become eligible as charged-off Accounts on or before the Cut-Off Date.

**"Purchase Price"** means an amount determined by multiplying the Receivables in the Pool by the percentage set forth on the Closing Statement.

**"Receivables"** means the debt owed on the Accounts in the Pool, including the full principal balance and the interest accrued on each Account prior to its date of sale, as shown on the Closing Statement.

**"Receivables Data File"** means the information concerning the Accounts and related Receivables identified in the file provided to Purchaser in the format set forth in Section 4 of this Agreement.

**"Unqualified Accounts"** means Accounts which, as of the Delivery Date of such Accounts, are classified as one of the following four factors: (a) Bankrupt (as determined by the Clerk of the Bankruptcy Court stamp, credit reports, or BANKO); (b) Deceased (as determined by the date of death); (c) Fraud (as discovered by Seller prior to the Delivery Date under this Agreement); or (d) Prior Settlement, Paid, or otherwise previously satisfied.

2. Sale of Accounts and Receivables. Seller owns Accounts upon which debt is owed by Debtors. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, full right, title and interest to the Pool under the terms and conditions set forth in this Agreement. Seller, at its sole discretion, shall select the Accounts and related Receivables to be included in the Pool.

3. Number of Pool Sale and Purchases. On the Closing Date set forth on the Closing Statement, Seller shall sell to Buyer and Buyer shall buy from Seller all of Seller's right, title and interest to the Pool.

4. Receivables Data File. For the Pool to be sold to Buyer pursuant to this Agreement, Seller shall deliver to Buyer on or before the Delivery Date a Receivables Data File and a Closing Statement. Seller may deliver the Receivables Data File and Closing Statement to Buyer through any method of delivery Seller deems appropriate, including, without limitation, by sending the Receivables Data File and Closing Statement electronically to Buyer. The Receivables Data File and Closing Statement shall be deemed delivered to Buyer at the moment Seller sends the Receivables Data File and Closing Statement to Buyer, whether the method of delivery is electronic or otherwise, and without limiting the foregoing, any return receipt or other confirmation provided to Seller that Buyer has received the Receivables Data File shall constitute conclusive evidence of delivery. Upon delivery of the Receivables Data File, Buyer agrees to take all commercially reasonable measures necessary to secure and protect the Receivables Data File.

#### RECEIVABLES DATA FILE

Field Name	Description
ACCOUNT NUMBER	Unique 16 digit identifier for each Account
TAX ID NUMBER	Tax identification number of the Debtor identified in the fields Name 1 and Name 2
LOAN TYPE	Description of the type of Account (Visa or M/C ("Mastercard"))
NAME1	The last name of the primary Account Debtor
NAME2	The first name, middle initial, suffix and prefix related to the field Name1
SECOND NAME1	The last name of the secondary Account Debtor
SECOND NAME2	The first name, middle initial, suffix and prefix related to the field Name2
ADDRESS1	The first line of the street address related to the Debtor identified in the field Name1
ADDRESS2	The second line of the street address related to the Debtor identified in the field Name
CITY	The city related to the Debtor identified in the field Name1
ST	The state related to the Debtor identified in the field Name1
ZIP	The zip code related to the Debtor identified in the field Name1
HOME PHONE	The home phone number related to the Debtor identified in the field
WORK PHONE	The work number related to the Debtor identified in the field Name1
DOB	The date of birth related to the Debtor identified in the field Name1
CHARGE OFF AMT	The amount of the debt that was charged off on the Account as of the date in the field RMS DATE RECD
RECOVERED PRINCIPAL	The amount of principal balance recovered after the Account was charged
ACCOUNT BAL	The debt owed on the Account as of the Delivery Date
RMS DATE RECD	The date the Account was charged off
CONTRACT DATE	The date the Account was originally opened
LAST CONTACT DATE	The date of last contact with an Account Debtor
LAST PAY DATE	The date the last payment was made on the Account

OUTSOURCED PRE-CHARGE-OFF	Indicates whether the Account was outsourced to a pre-charge off collection agency prior to the date the Account was charged off.
---------------------------	---

5. Closing. Buyer shall buy, at the Purchase Price, the Pool by wiring funds to Seller pursuant to the instructions on the Closing Statement. Buyer's payment for the Pool, as well as the Administrative Fee, shall be received by Seller on or before the Funding Date. Contingent upon Seller's actual receipt of Buyer's funds for the Pool, Seller shall execute a Bill of Sale for the Pool and, on the Closing Date, shall fax or email a signed copy to Buyer. Title to the Pool shall pass to Buyer on the Closing Date, provided Buyer remits payment of the Purchase Price and Administrative Fee in full for the Pool in accordance with the Closing Statement.

6. Seller Non-Compliance. If Seller fails to deliver the Receivables Data File and Closing Statement to Buyer on or within thirty (30) days after a scheduled Delivery Date, Seller shall be required to pay to Buyer a Seller's non-compliance fee in an amount equal to twenty percent (20%) of the Purchase Price of the Pool as liquidated damages, and Seller shall have no further liability to Buyer. In such event, Buyer may, at its election, be relieved of any obligation to purchase the Pool from Seller under this Agreement.

7. Buyer Non-Compliance. If Buyer fails to remit funds for the purchase of a Pool on or before the Closing Date, Buyer shall be required to immediately pay to Seller a buyer's non-compliance fee in an amount equal to twenty percent (20%) of the Purchase Price of the Pool as liquidated damages. In such event, Seller may, at its election, be relieved of any future obligation to sell or deliver the Pool to Buyer under this Agreement.

8. Ownership of Receivables. Seller hereby warrants that it has full right, title and interest to the Pools sold under this Agreement. Seller agrees to transfer full right, title and interest to the Pool, including interest accrued to date of sale.

9. Warranties and Representations. This purchase is made without recourse. No representation as to the character, accuracy or sufficiency of the information furnished to Buyer has been made by Seller, either expressed or implied, except that Seller warrants that the Pool shall not include Unqualified Accounts.

10. Repurchase or Replacement. Seller will repurchase from Buyer any Unqualified Accounts in the Pool at the exact price paid for such Unqualified Accounts or Seller will replace such Unqualified Accounts with like and similar qualified Accounts, at Seller's sole discretion, during the ninety (90) day period after the Closing Date for the Pool in which the Unqualified Accounts belonged. Buyer must report in writing any Unqualified Accounts requiring repurchase or replacement to Seller once and not later than ninety (90) days after the Closing Date. The notification from Buyer must specify the Unqualified Account and state the reason for disqualification. Seller will repurchase or replace such Unqualified Account within thirty (30) days after receiving written notification from Buyer.

11. Additional Warranties and Representations. Seller warrants and represents the following: (a) The Accounts are all unsecured debt; (b) No security agreements, financing statements or statutory liens exist securing the obligations owed by the Debtors; (c) The Accounts have not been placed with more than one pre-charge-off outside collection agency or collection attorney; and (d) The integrity and accuracy of the balances on the Accounts supplied to Buyer is true and accurate and has not been intentionally altered in any way.

12. Provision of Documentation. During the 18-month period following the Closing Date for the Pool sold under this Agreement, and upon Buyer's request, Seller will provide to Buyer with respect to such Pool, if available and at no charge: (a) applications; (b) monthly statements; and (c) correspondence from Debtors. In the event that Seller is unable to provide 12(a) or 12(b) herein, Seller will provide an Affidavit. Seller will also provide an Affidavit or other documentation, as may be needed in certain specified jurisdictions in the event of litigation, to verify the amount of the debt owed by Debtors. In no

event shall Seller be obligated to provide documentation or Affidavits for more than 15% of the Accounts in the Pool. Buyer agrees to request documentation only through Seller and on an individual Account basis. Seller will use its best efforts to obtain and provide said documentation and forward same to Buyer as soon as practicable but not more frequently than once per month. After (1) such 18-month period has expired or (2) on the date when Seller has provided documentation or Affidavits for more than 15% of the Accounts in the Pool sold, whichever occurs first, Seller may, in its discretion, allow Buyer to purchase documentation at the following rates: Applications, \$10.00 per page, monthly statements \$10.00 per page, correspondence or other documents, \$10.00 per page. Buyer will be billed monthly for such additional documentation. If documentation is not available, Buyer shall pay Seller a document search fee of \$10.00 per request.

13. Forwarding Payments. For a period of 18 months after the Closing Date of the Pool, Seller shall forward to Buyer at no cost to Buyer payments received by Seller from Debtors on Accounts. Following such 18 month period, Seller may, at its option, continue to forward the payments to Buyer and invoice Buyer \$5 for each payment forwarded to Buyer. Buyer agrees to pay such invoices promptly upon receipt. Buyer agrees to credit Debtor's Account the full amount of any payment received by Seller.

14. Tradelines. Seller shall use reasonable efforts to remove all tradelines to the credit bureaus within a reasonable amount of time following the Closing Date for the Pool. Buyer shall be responsible for all notification of Buyer's tradeline to all credit reporting agencies.

15. Seller's Indemnification. Seller shall indemnify Buyer from all liability resulting from litigation (including damages and legal fees) resulting from Seller's breach of this Agreement or actions or inaction by Seller, its agents, or employees taken in the collection of Accounts sold hereunder which occurred prior to the Closing Date of the Pool.

16. Buyer's Indemnification. Buyer shall hold harmless and indemnify Seller from any and all liability, claims, demand, litigation, damages, and legal fees resulting from Buyer's breach of this Agreement, violation of any applicable laws or suits by third parties resulting from actual or alleged actions taken by the Buyer to collect Accounts being sold hereunder after the Closing Date of the Pool, including, but not limited to, the actions of subsequent buyers. Seller retains the right to select its own defense counsel which fees and expenses shall be paid by Buyer. Buyer shall not settle any claim, action or proceeding involving Seller without the prior written consent of Seller.

17. Buyer's Authority. Buyer represents that it has full authority under any applicable organization or corporate bylaws or resolutions to enter into this Agreement with Seller and perform its obligations hereunder.

18. Buyer's Warranties. Buyer warrants and agrees that: (a) In the collection of all of the Receivables, Buyer will comply with all applicable state and federal debt collection and consumer protection laws, including but not limited to, the Fair Debt Collection Practices Act, Fair Credit Reporting Act and Fair Credit Billing Act; (b) Within sixty (60) days after the Closing Date for the Pool, Buyer shall notify all Debtors by First Class Mail at their last known address that the ownership of their Account(s) has been transferred and that all payments or correspondence concerning such Account(s) shall thereafter be directed to Buyer; and (c) Buyer shall not use or disclose Seller's name except for the limited purpose of identification in response to Debtors' inquiries concerning the name of Seller as the original creditor, collection correspondence, or as needed in litigation.

19. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, executors, successors, and assigns. In the event of resale, Buyer remains liable for any communications with such subsequent buyer. Seller will not be obligated to correspond with subsequent buyers. If any term, provision, or condition of this Agreement shall be held invalid, void or unenforceable, the remainder herein shall survive and remain in full force and effect. In any litigation arising under the terms of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.

20. Resale. Buyer and its successors may transfer, sell, convey or assign its rights in any Accounts to any person without the prior consent of the Seller; provided, however, that: (a) Buyer shall notify Seller of such transfer in writing within three (3) business days following said transfer; (b) any such transferee shall be provided a copy of this Agreement by Buyer with the Purchase Price redacted; (c) any such transferee shall be bound by all of the terms and provisions of this Agreement; (d) Buyer shall remain liable for all obligations of Buyer to Seller hereunder, notwithstanding such assignment; and (e) the Buyer shall remain the sole point of contact with the Seller with respect to all requests for documentation, payment forwarding, and all other matters concerning this Agreement.

21. Governing Law. This Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the State of Nebraska, without regard to conflict of law provisions that might direct or defer determination of any such matter to the laws of any other jurisdiction. The parties to this Agreement agree to submit to the personal jurisdictions of the courts of the state of Nebraska for adjudication of any disputes hereunder.

22. Notices. All notices between the parties shall be in writing and shall be served by either personal delivery or nationally recognized overnight courier services to the address indicated below. Either party may change the information below upon notice to the other party in accordance with this Section.

All notices to Seller shall be given to it at:                      All notices to Buyer shall be given to it at:

Platinum Capital Investments, Ltd.  
1132 Glade Rd.

Colleyville, TX 76034

Attn: Jay B. Ledford, CFO and Managing Partner

,  
Attn:

23. Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement between the Buyer and the Seller and this Agreement may only be amended in a writing executed by both the Buyer and Seller. The rights of each of the parties hereunder shall not be deemed waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right.

24. Survival. Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 25 shall survive after the Closing Date and the termination or expiration of this Agreement.

25. Counterparts. This Agreement may be executed in multiple counterparts.

*Signature Page Follows*

By signing below, the parties represent and warrant that they have read and understand this Agreement and no other representation or terms exist nor are implied.

Platinum Capital Investments, Ltd.

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

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

Name: \_\_\_\_\_

Name: Jay B. Ledford

Title: \_\_\_\_\_

Title: CFO & Managing Partner

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

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

## **BILL OF SALE**

Platinum Capital Investments, Ltd. (the "Seller"), has entered into a Purchase Agreement with (the "Buyer") dated \_\_\_\_, 2011 (the "Purchase Agreement") for the sale of certain Accounts and related Receivables described in the Purchase Agreement, upon the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, subject to the terms of the Agreement, Seller hereby sells, assigns, and transfers to Buyer, its successor and assigns, all of the Seller's right, title and interest in each and every one of the Accounts and related Receivables included in Lot Number , as identified in the Receivables Data File.

Buyer and Seller agree that the Purchase Price for such Receivables shall be stated in the Closing statement attached to the Agreement.

IN WITNESS THEREOF, Seller has assigned and delivered this instrument on this \_\_\_\_nd day of \_\_\_\_, 2011.

Platinum Capital Investments, Ltd.

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

Name: Jay B. Ledford

Title: CFO and Managing Partner

## AFFIDAVIT

State of Nebraska

County        of  
Douglas

Account Name:  
No:

Account

The undersigned employee ("Affiant"), being sworn, deposes and says that Affiant is an employee of First National Bank of Omaha, ("FNBO"), which is located at 1620 Dodge Street, Omaha, NE 68197. Affiant is authorized to make the statements and representations herein. FNBO's business records show that as of \_\_\_\_\_, there was due and payable from the Account number referenced above the amount of \$\_\_\_\_\_. FNBO's business records show that this Account was opened or acquired on \_\_\_\_\_.

\_\_\_\_\_ Affiant states that the original agreement and document evidencing the creation of this Account is lost or destroyed, but to the best of Affiant's knowledge, information and belief there are no uncredited payments against the said debt, and the amount due is true and accurate according to FNBO's books and record.

Affiant  
Signature:

Affiant Name:

Affiant Title:

Subscribed to and sworn to before me this  
Affiant described above.

Notary Public day of \_\_\_\_\_, \_\_\_\_ by the

\_\_\_\_\_

**CERTIFICATE OF CONFORMITY OF ACKNOWLEDGMENT IN FOREIGN STATE**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, \_\_\_\_\_, does hereby certify that he is an attorney-at-law admitted to practice law in the State of \_\_\_\_\_, with offices at \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and that the acknowledgment executed by \_\_\_\_\_ on the date of \_\_\_\_\_ to the Affidavit of Sale was taken in the manner prescribed by and in conformity with the laws of the State of \_\_\_\_\_, which is the place where the acknowledgment was taken.

IN WITNESS WHEREOF, I have hereunto set my hand this  
, 20\_\_.

Name of Certifier

FOR USE IN NEW YORK CITY ONLY

## WIRE INSTRUCTIONS FOR NLEX TRUST ACCOUNT

Bank Name: First National Bank of Staunton  
Attn: Wire Department  
115 South Elm Street  
Staunton, IL 62088

ABA Number: 081904015

Credit to Account: National Loan Exchange Inc. Trust Account

Account Number: 5197643

Reference: Please indicate that the funds are for the 2011 National Loan Exchange, Portfolio Name, Lot #, along with your company name.

In order to assure proper allocation of funds to each Buyer's balance due, this information must be included on all wire transfers.