

ASSET SALE AGREEMENT  
DATED AND EFFECTIVE AS OF  
, 2011

BY AND BETWEEN

SELLER: NLEX, LLC

AND

BUYER:

BUYER INFORMATION:

ADDRESS:

,

TELEPHONE NO.:

FAX NO.:

SALE DATE: , 2011

CUT-OFF DATE: , 2011

LOT NO.:

PURCHASE PRICE:

ADMININISTRATIVE FEE (5% of purchase price)

DOCUMENT FEE:

DEPOSIT:

**TOTAL BALANCE OF DUE SELLER:**

Payable in full by:, 2011 (Funding Date)

## ASSET SALE AGREEMENT

THIS ASSET SALE AGREEMENT is dated and effective as of the day and year as set forth on the cover page to this Agreement by and among Seller as specified on the cover page to this Agreement ("**Seller**") and the Buyer more specifically identified on the cover page to this Agreement and incorporated herein ("**Buyer**").

### RECITALS:

WHEREAS, Seller desires to sell certain charged-off accounts; and

WHEREAS, Buyer desires to purchase such charged-off accounts, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

### ARTICLE I DEFINITIONS

For purposes of this Agreement and except as otherwise specifically set forth in the text of the Agreement, the following terms shall have the meanings specified below and incorporated by reference:

Section 1.1. "**Administration Fee**" means the nonrefundable fee calculated as five per cent (5%) of the Purchase Price to be paid by Buyer to Seller on the Funding Date in accordance with the Wire Transfer Instructions.

Section 1.2. "**Agreement**" means this Asset Sale Agreement, including the cover page and all of the attached Addenda, Exhibits and Schedules.

Section 1.3. "**Approximate Current Balance**" means the approximate unpaid current balance as of the Cut-Off Date, as shown on Seller's books and records (which may include amounts due in respect of purchases, cash advances, finance charges, late fees, return check charges, overlimit fees, other related costs and charges, minus payments or adjustments), in United States' Dollars for each Asset sold under this Agreement as set forth in the Asset Schedule, as it may be adjusted according to Section 2.5

Section 1.4. "**Asset**" means the account, or collectively the accounts, included in the Asset Schedule.

Section 1.5. "**Asset Schedule**" means the Asset schedule for the Assets purchased under this Agreement as further described in Exhibit A, and includes the computer disk, digital database file, tape or other electronic media containing the detailed Asset information ("**Tape**").

Section 1.5(a). "**BBE**" means Overcome to Become Inc. d/b/a/ Bill Bartmann Enterprises, its affiliates, directors, shareholders and employees. "**SSS**" means Success Support System, Inc., its affiliates, directors, shareholders and employees.

Section 1.6. "**Bid**" means the cash bid or offer amount by Buyer for the Assets.

Section 1.7. "**Bill of Sale and Assignment**" means the document to be delivered in accordance with Section 3.1 to Buyer on or before the Transfer Date with respect to the Assets purchased pursuant to this Agreement, substantially in the form hereto as Exhibit B together with the Asset Schedule.

Section 1.8. "**Business Day**" means a day that is not a Saturday, Sunday or legal holiday day recognized by the United States' Federal Government.

Section 1.9. "**Claim**" means any claim, demand, cause of action, judgment, loss, damage, liability, cost and expense (including attorneys' fees, whether suit is instituted or not), whether known or unknown, liquidated or contingent.

Section 1.10. "**Cut-off Date**" means the Cut-Off Date indicated on the cover page of this Agreement.

Section 1.11. "**Debt**" means the obligations for the Assets being sold pursuant to this Agreement as identified in the Asset Schedule and listed on the Tape. Nothing in this definition shall be deemed to imply that the Debts are enforceable; the Debts may include Unenforceable Accounts, as defined in this Agreement.

Section 1.12. "**Deposit**" means that amount as specified on the cover page of this Agreement.

Section 1.13. "**Evidence of Indebtedness**" means with respect to each Asset: up to six (6) available monthly statements most recent to the charge-off of the Asset. Any other evidence to be requested from the Original Issuer shall be mutually agreed upon by Buyer and Seller, including, without limitation, any Asset payment history data or computer printouts, creditor notations or any other Asset summary information upon which a creditor could reasonably rely in asserting that the same represents a balance due and owing on a right of collection. The term "Evidence of Indebtedness" does not include any correspondence, reports, information, internal analysis which is unrelated to the enforcement of the Asset or any attorney-client privileged materials or memorandum, credit information, regulatory reports, and/or internal assessments of valuation prepared for or on behalf of Seller or the Original Issuer. **THE EXISTENCE OF EVIDENCE OF INDEBTEDNESS SHALL NOT BE DEEMED TO IMPLY THAT THE DEBT EVIDENCED IS ENFORCEABLE. THE EVIDENCE OF INDEBTEDNESS MAY BE SUBJECT TO BANKRUPTCY OR OTHER ENFORCEMENT OR COLLECTION RESTRICTIONS.** The Evidence of Indebtedness may include, without limitation, original documents or copies, whether by photocopy, microfiche, microfilm or other reproduction process.

Section 1.14. "**Financial Instruments Trust Account**" means the account established by

Seller identified on the Wire Transfer Instructions.

Section 1.15. "**Funding Date**" shall mean the final date on which the entire Purchase Price, or any remaining balance owed to purchase Assets must be paid in United States Dollars to Seller.

Section 1.16. "**Obligor**" means with respect to each Asset, the Obligor(s) specified in the Asset Schedule, including, without limitation, any and all makers, guarantors, sureties or other persons or entities liable for the Debt.

Section 1.17. "**Original Issuer**" means US Bank National Association, ND.

Section 1.18. "**Purchase Price**" means the amount bid by Buyer and accepted by Seller at the Sale to purchase such Assets, which purchase price is as set forth on the cover page of this Agreement.

Section 1.19. "**Retention Price**" means that amount calculated in accordance with the provisions of Section 5.2.

Section 1.20. "**Requirements of Law**" with respect to any party to this Agreement, means any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of any arbitrator or governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise (including, without limitation, usury laws, the Federal Truth-In-Lending Act, the Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, the Fair Credit Reporting Act, the National Bank Act, Gramm-Leach-Bliley, the USA PATRIOT Act, the Sarbanes-Oxley Act, and Regulations, B, E, P and Z of the Board of Governors of the Federal Reserve System).

Section 1.21. "**Sale**" means the public auction, negotiated sale, or combination thereof of the Assets conducted by Seller specific to this Agreement.

Section 1.22. "**Seller**" means the entity, institution or association as identified on the cover page to this Agreement.

Section 1.23. "**Subsequent Purchaser**" means any third party purchasing or otherwise taking assignment of any Asset from the Buyer or any other Subsequent Purchaser.

Section 1.24. "**Transfer Date**" means the date listed on the Bill of Sale attached hereto as Exhibit B, and on the cover sheet of this Agreement as Sale Date, which is the date the Seller transfers and assigns to Buyer its interest in the Assets, after which the Buyer has all rights, title and interest in and to each of the Assets sold.

Section 1.25. "**Transfer Documents**" means the Bill of Sale and Assignment as provided in Exhibit B of this Agreement and such other documents, as Seller, in its sole and absolute discretion, deems appropriate for the transfer of its right, title and interest in and to the Assets and Assets purchased by Buyer pursuant to this Agreement.

Section 1.26. **"Unenforceable Account"** means a Debt that is or may be legally unenforceable or uncollectible prior to the Cut-Off Date for one of the following reasons: (i) all Obligors have been released of liability for their respective Asset by a court of competent jurisdiction, by Seller or by the Original Issuer prior to the Cut-Off Date; or (ii) the Obligors have been discharged in bankruptcy without any reaffirmation of the Debt by the Obligors prior to the Cut-Off Date; or (iii) all Obligors are deceased and the estate(s) of the deceased Obligors have been closed; or (iv) all Obligors have filed for protection under the United States Bankruptcy Code prior to the Cut-Off Date and there is no secured claim relating to the Debt that could be enforced by any owner of the Debt and there is no proposed or confirmed plan of repayment or organization that would provide for payment of any funds; or (v) the Debt was created by an act of fraud which is documented prior to the Cut-off Date to the satisfaction of the Original Issuer; or (vi) the Debt was settled in full with Seller or the Original Issuer. Notwithstanding the foregoing, this definition shall include Assets deemed to be Unenforceable Accounts pursuant to Section 3.4. Seller makes no representations or warranties regarding the number of Unenforceable Accounts included in this portfolio.

Section 1.27. **"Wire Transfer Instructions"** means the instructions for wire transferring any portion of the Purchase Price to Seller as set forth in Exhibit C attached to this Agreement.

## ARTICLE II PURCHASE AND SALE OF THE ASSETS

Section 2.1. ***Agreement to Sell and Purchase Assets.*** Seller agrees to sell, and Buyer agrees to purchase on the Transfer Date, Seller's rights, title and interest in the Assets, subject to the terms, provisions, conditions, limitations, waivers and disclaimers set forth in the Agreement. The Assets shall be transferred and assigned pursuant to a Bill of Sale and Assignment for the Assets purchased under this Agreement. The Original Issuer must sell and transfer the Assets to Seller as a condition precedent to Seller's performance hereunder. If the condition in the preceding sentence is not met, this Agreement shall terminate, and Seller shall have no further duties hereunder other than to return the Purchase Price and Administrative Fees, if any, to Buyer.

Section 2.2. ***Agreement to Assign/Buyer's Right to Act.*** On the Transfer Date Seller shall send to Buyer one Bill of Sale and Assignment for all of the Assets purchased under this Agreement, substantially in the form of Exhibit B, executed by an authorized representative of Seller. The Bill of Sale and Assignment shall sell, transfer, assign, set-over, quitclaim and convey to Buyer, all right, title and interest of Seller in and to each of the Assets sold. The Bill of Sale and Assignment shall also convey the right to collect any or all principal, interest, or other amounts due under the Debt(s), or other proceeds of any kind paid or collected for payment after the Transfer Date. Buyer shall have no right to communicate with any Obligor or its accountants, attorneys or any other of its representatives or to otherwise take any action with respect to any Asset or any Obligor until after the Transfer Date.

Section 2.3. ***Asset Schedules.*** Seller has provided, as Exhibit A, the Asset Schedule setting forth all of the Assets that Buyer has agreed to purchase pursuant to this Agreement in addition to the Tape containing information specific to the Debt.

Section 2.4. ***Purchase Price/Payment.*** Buyer shall pay to Seller the full Purchase Price, Document Fee and Administration Fee, less the Deposit, if any, on or before 2:00 p.m. (Central Time) on the Funding Date. All of such funds must be paid in immediately available funds in United States Dollars by wire transfer to the Financial Instruments Trust Account in accordance with the Wire Transfer Instructions.

Section 2.5. ***Payments Received/No Adjustments to Total or Package Purchase Price.*** If Seller receives any credits, payments or other consideration distributed or paid by or on behalf of any Obligor with respect to the Debt prior to or on the Cut-off Date or if payments made by or on behalf of any Obligor prior to or on the Cut-Off Date are returned to Seller due to insufficient funds, Seller shall accept such payment or record such return, as applicable, and accordingly adjust the balance of such Debt, and adjust the Approximate Current Balance of such Debt and the portfolio of Debts being purchased by Buyer. To the extent such adjustments are not made prior to the Transfer Date, Buyer or Seller, as applicable, shall promptly pay over to the other party an amount to correct the Purchase Price. If Seller receives any credits, payments or other consideration distributed or paid by or on behalf of any Obligor, with respect to the Debt after the Cut-off Date, Seller shall pay over and/or deliver such payments to Buyer (without interest from Seller) within sixty (60) days after the receipt of such payment from the Obligor or the Original Issuer. Any credits, payments, or other consideration Seller or the Original Issuer receives sixty (60) days after the Transfer Date shall be subject to a 15% processing fee. If Seller has deposited payments received from any Obligor and issues a check or payment therefore to Buyer, Buyer shall bear the risk that any such payment so deposited by Seller may be returned due to insufficient funds. Seller shall have a period of ninety (90) days after the date Seller delivers to Buyer payments made by or on behalf of any Obligor on or after the Cut-off Date to notify Buyer in writing that any such payments were returned due to insufficient funds. Seller shall specify the amount of the funds, whereupon Buyer shall promptly pay, but not later than ten (10) days following receipt of such notice, to Seller or to such entity as Seller shall designate, the amount of such payment by certified check, or by wire transfer if so directed by Seller, and identify the date of the Sale and the lot number as identified on the cover page of this Agreement. If Buyer fails to pay such amounts within ten (10) days, Seller shall have (i) the right to offset future amounts that Seller owes to Buyer subject to this section 2.5 and (ii) all rights and remedies available at law or equity. If any Asset is retained by Seller or the Original Issuer pursuant to Article V of this Agreement, Seller shall not transfer to Buyer any payments, regardless of when received.

Section 2.6. ***Insurance.*** From and after the date of this Agreement and at all times that Buyer owns the Assets, Buyer, or any contractor, servicer, agent or third party engaged by Buyer to service the Assets (collectively referred to in this Section as "Servicers"), shall carry and maintain commercial general liability insurance, workman's compensation insurance and errors and omissions insurance, each in the amount of at least one-million dollars (\$1,000,000.00) in the aggregate. Buyer shall, within thirty (30) calendar days after the execution of this Agreement and from time to time upon Seller's request, furnish to Seller a certificate evidencing such coverage. The failure of Seller to obtain certificates, endorsements, or other forms of insurance evidence from Buyer or its Servicers is not a waiver by Seller of any requirements for the Buyer and its Servicers to secure and continuously maintain the specified coverages. Seller's acceptance of certificates that in any respect do not comply with the requirements of this Section does not release the Buyer or its Servicers from compliance herewith. Should Buyer or its

Servicers fail to secure and continuously maintain the insurance coverage required under this Agreement, Buyer shall itself be responsible to Seller for all the benefits and protections that would have been provided by such coverage, including without limitation, the defense and indemnification protections.

### ARTICLE III TRANSFER OF ASSETS AND ASSET DOCUMENTS

Section 3.1. *Assignment of Assets and Asset Documents/Paid Off Assets.* Buyer shall, on or before seven calendar days after the sale, provide to Seller written instructions for sending the Transfer Documents including, without limitation, Buyer's overnight courier mail service billing account number or other account number for payment of delivery of the Transfer Documents to Buyer. The Bill of Sale and Assignment shall have the same effect as an individual and separate bill of sale and assignment of each and every Asset. Seller shall bear the responsibility and cost of preparing and executing the Bill of Sale and Assignment or such other documents as Seller deems necessary, proper and appropriate, to effect the sale of the Assets under this Agreement. However, Buyer agrees, acknowledges, confirms and understands that Buyer shall be responsible for the recording and/or filing of the originals of any such assignments as necessary, proper or appropriate and shall pay all costs, fees and expenses for the recording and/or filing of such assignments. Seller reserves the right to retain copies of all or any portion of any Asset document(s) forwarded to Buyer. If any Debt is paid off after the Cut-off Date, Seller shall only be responsible for sending to Buyer the funds received by Seller to pay off the Debt after the Cut-off Date in accordance with the procedures set forth in Section 2.5, and Seller shall not be obligated to deliver to Buyer any Transfer Documents relating to such paid-off Debt. In addition, Buyer shall have the sole responsibility to obtain any documents in the possession of any attorneys, collection agencies or foreclosing trustees as set forth in Section 3.4.

#### Section 3.2. *Evidence of Indebtedness.*

On or promptly after the Closing Date, Seller will request from the Original Issuer up to six (6) available monthly statements most recent to the charge-off for each Asset purchased hereunder ("Initial Documents"). Buyer shall pay Seller a fee equal to the product of \$13.00 multiplied by the number of Assets listed on Asset Schedule ("Document Fee"), due on the Funding Date in accordance with Section 2.4. Buyer acknowledges and agrees that the Document Fee is non-refundable. Seller shall make reasonable efforts to forward all Initial Documents received within 60 days after Seller's receipt from the Original Issuer.

In addition to the Initial Documents provided above, Seller agrees to request from the Original Issuer, subject to Seller's purchase agreement with the Original Issuer, copies of other available Evidence of Indebtedness upon receipt of payment of \$10.00 for each Asset requested by Buyer in accordance with this Section 3.2. Buyer must specify in the request the specific document (e.g. application) it is requesting. Seller shall have 120 days from the receipt of Buyer's request to obtain and deliver the requested Evidence of Indebtedness, to the extent such Evidence of Indebtedness is available from the Original Issuer. Buyer shall deliver to Seller a listing of the specific Assets for which Buyer is requesting copies of the Evidence of Indebtedness. Buyer shall not submit requests for Evidence of Indebtedness more than once per

30-day period. Seller will submit requests for Evidence of Indebtedness once per month to the Original Issuer. Seller has no obligation to fulfill requests for Evidence of Indebtedness received after 150 days from the Transfer Date. Seller has no obligations regarding Evidence of Indebtedness that is unavailable from the Original Issuer.

Seller shall make diligent and reasonable efforts to obtain executed affidavits from Original Issuer, which form must be approved by Seller, upon delivery of such completed affidavit from Buyer and receipt of \$10.00 per affidavit. Seller shall have 120 days from the receipt of an acceptable completed affidavit form and payment from Buyer to deliver the executed form to Buyer. Seller is not obligated to fulfill any requests for affidavits after 150 days from the Transfer Date. Seller is not obligated to deliver to Buyer any affidavits that are unavailable from Original Issuer.

Buyer shall ensure that all requests for Evidence of Indebtedness shall be provided to Seller on an encrypted spreadsheet using such encryption software or method as approved by Seller. The spreadsheet shall include a list of Assets, Seller's account number for each Asset, Obligor first and last name, and social security number.

Buyer understands that failure to comply with any requirement of this Section 3.2 in connection with a request made hereunder may result in Seller, in Seller's sole discretion, rejecting such request without notice.

**Section 3.3. *Documentation in General.*** Buyer understands that Seller was not the originating creditor on or in respect of any Asset and that Seller generally does not and will not have in its possession any account documentation (including without limitation Evidence of Indebtedness) in respect of the Assets that may be desired or required by Buyer and that the Evidence of Indebtedness may not include all account documents related to any given Asset. Buyer agrees that Seller's failure to provide any account documentation, including any Evidence of Indebtedness, which is not included among any provided documentation will not constitute a breach on the part of Seller. Any request by any Subsequent Purchaser or any other person or entity acting on behalf of Buyer or such Subsequent Purchaser, for account documents, including Evidence of Indebtedness, to the extent there remains a right thereto, must be made through Buyer.

**Section 3.4. *Pending Legal Proceedings.*** With respect to any Debt that is, after the Cut-Off Date but prior to the Transfer Date, the subject of litigation, bankruptcy, foreclosure or other legal proceeding, Buyer agrees that it shall, to the extent applicable, at its own cost, within thirty (30) days after the Transfer Date, (i) notify the Clerk of Court, any foreclosing trustee and all counsel of record in each such proceeding of the transfer of the Asset from Seller to Buyer, (ii) file pleadings to relieve the applicable party's counsel of record from further responsibility in such litigation (unless said counsel has agreed, with the applicable party's written consent, to represent Buyer in said proceedings at Buyer's expense), and (iii) remove Seller or the Original Issuer as a party in such action and substitute Buyer as the real party-in-interest, and change the caption thereof accordingly. Seller agrees for Buyer to be put on notice, with the full and complete cooperation of the Seller, as to which of the Assets require substitution action by the Buyer, and the Buyer shall have thirty (30) days to make the appropriate substitution from the time it was made known of the

litigation. After the Transfer Date, Buyer shall also have the sole responsibility to obtain all Evidence of Indebtedness then in the possession of any such counsel or foreclosing trustee and to determine the appropriate direction and strategy for such litigation or other legal proceeding, including, without limitation, taking all steps necessary to secure or otherwise facilitate payment under any government loan insurance program. If Buyer fails to comply with the above requirements, Seller may, but is not obligated to take such actions as it deems necessary to effectuate the provisions of this Section. Buyer acknowledges that its failure to comply with the provisions of this Section may affect Buyer's rights in any such litigation or other legal proceeding including, without limitation, any dismissal with prejudice or the running of any statute of limitations if any such action or other legal proceeding is dismissed. Buyer shall reimburse and indemnify Seller for any costs and legal fees incurred by Seller in connection with such proceeding from and after the Transfer Date, including, without limitation, any fees and costs incurred by Seller in connection with Buyer's failure to comply with the requirements of this Section 3.4. Seller shall deliver notice to Buyer of any legal fees and costs billed to Seller incurred in connection with such proceeding from and after the Transfer Date, whereupon Buyer shall reimburse Seller promptly, but not later than ten (10) days following Buyer's receipt of such notice, for amounts so incurred.

Section 3.5. *Collection/Contingent Fee.* To the extent that any Asset transferred and sold under this Agreement is subject to any pending collection and/or contingent fee agreement by which any entity or person is entitled to payment based on the amount of monies collected or judgment obtained and/or collected, then the transfer of such Asset shall be made subject to the rights of any such entity or person, and Buyer has the option to (i) assume the collection and/or contingent fee agreement and, if assumed, shall be bound by the terms thereof to the same extent as if Buyer had independently contracted for such services or (ii) deem such Asset an Unenforceable services Account. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against amounts claimed to be due under any such collection and/or fee agreement.

Section 3.6. *Notification.* Buyer shall notify the Obligor(s) or Debtor(s) of Buyer's acquisition of the Assets within 30 days after the Transfer Date.

#### ARTICLE IV SERVICING OF THE ASSETS

Section 4.1. *Servicing After Transfer Date.* As of the Transfer Date, the Assets shall be sold and conveyed to Buyer releasing Seller from any and all rights, obligations, liabilities and responsibilities with respect to the servicing of the Assets. All servicing rights, obligations, liabilities and responsibilities shall pass to Buyer on the Transfer Date, and Seller shall be discharged from all liability. Neither Original Issuer nor Seller shall have any obligation to perform any servicing activities with respect to the Assets from and after the Transfer Date.

Section 4.2. *Interim Servicing/Buyer Bound.* The owner of the Assets may continue to service the Assets until the Transfer Date. Buyer shall be bound by the actions taken by such owner prior to the Transfer Date. Buyer shall take no action to communicate with any Obligor or its accountants or attorneys, or enforce or otherwise service or manage such assets, or inspect or examine any collateral until after the Buyer owns the Assets. In no event shall Buyer be deemed a third party beneficiary of any servicing contract or agreement between Seller, and in no event shall

Seller be deemed a fiduciary for the benefit of Buyer with respect to the Assets.

Section 4.3. *Buyer Servicer Requirements.* Section 4.3. *Buyer Servicer Requirements.* Buyer, including its Servicers as defined in Section 2.6, shall comply with all Requirements of Law with respect to the ownership and/or servicing and/or collection of any of the Debts from and after the Transfer Date including, without limitation, the obligation to notify any Obligor of the transfer of servicing rights from Seller to Buyer and to obtain all licensing required by law to own and collect the Assets. Seller shall have the right, but not the obligation, to mail its own notice addressed to any Obligor at the address shown in its records, notifying such Obligor of the transfer of any Asset or the servicing of the Asset from Seller to Buyer.

## ARTICLE V SELLER'S RIGHT TO RETAIN OR REPURCHASE ASSETS

Section 5.1. *Seller's and/or Original Issuer's Right to Retain Asset(s).* Prior to the Transfer Date, if Seller and/or the Original Issuer (each referred to by this Article V as "Seller") determines that any of the following circumstances exist with respect to any Asset or Assets, then Seller shall have the right but not the obligation, to refund to Buyer the Retention Price relating to such Asset(s) calculated pursuant to the provisions set forth in Section 5.2 and withdraw such Asset(s) from the Asset Schedule and from the Bill of Sale and Assignment, and retain any such Asset or Assets in the event:

(a) the Asset is participated among different financial entities or depository institutions or is otherwise subject to an agreement between Seller and another depository institution or third party, which restricts or otherwise limits the sale, transfer or assignment of the Asset or the servicing of the Asset without obtaining the prior consent of such third party; or

(b) Seller determines that there is a pending or threatened suit, action, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to the Asset or any Obligor for such Asset, and naming Seller or otherwise involving Seller's interest in a manner unacceptable to Seller, or Seller otherwise determines, in its sole discretion, that such matter cannot be resolved and/or that Seller's interest cannot be adequately protected without Seller owning such Asset.

Section 5.2. *Retention Refund and Right to Repurchase.* If Seller determines that any of the circumstances set forth in Section 5.1 (a) and (b) exist with respect to any Asset, or in the event the Original Issuer requires Seller to repurchase an Asset that has not been paid in full, released or settled by Buyer, Seller has the right to retain or repurchase such Asset, and will refund to Buyer a portion of the Purchase Price relating to such Asset. This refund shall be calculated in the same manner as an Unenforceable Account refund as specified in Section 8.1(b) of this Agreement.

## ARTICLE VI NO RIGHT OF REPURCHASE

Other than Seller's or Original Issuer's right to retain or repurchase an Asset pursuant to Article V, or to request and Asset repurchase pursuant to Article VIII, neither party shall be entitled to require the other to facilitate a repurchase of an Asset for any reason. Buyer further acknowledges and agrees that the Assets may be Unenforceable Accounts and may have little or no value.

## **ARTICLE VII**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER**

Buyer represents, warrants and covenants to Seller as follows:

Section 7.1. **No Collusion.** Neither Buyer, its affiliates, nor any of their respective officers, partners, agents, representatives, employees or parties in interest (i) has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid, or any bid other than a bona fide bid, in connection with the Sale resulting in Buyer being the highest bidder for the Assets subject to this Agreement, or (ii) has, in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder at the Sale resulting in Buyer being the highest bidder for the assets subject to this Agreement, or to secure any advantages against Seller.

Section 7.2. **Authorization.** Buyer has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereto. The execution and delivery of the Agreement has been duly authorized, and the individual signing is duly authorized to execute it in the capacity of his or her office, and to obligate and bind Buyer, and Buyer's subsidiaries and affiliates, in the manner described. The execution and performance of this Agreement does not require the approval or consent of any other person or government agency.

Section 7.3. **Binding Obligations.** Assuming due authorization, execution and delivery by each party, the Agreement and all of the legal, valid and binding obligations of Buyer, are enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles, regardless of whether such enforcement is considered in a proceeding in equity or at law.

Section 7.4. **No Breach or Default.** The execution and delivery of this Agreement and the performance of its obligations by Buyer will not conflict with any Requirements of Law to which Buyer is subject or by which any of its assets may be bound or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any of Buyer's organizational documents or any agreement or instrument to which Buyer is a party or by which it or any of its assets may be bound, or any order or decree applicable to Buyer.

Section 7.5. **Assistance of Third Parties.** Buyer hereby agrees, acknowledges, confirms and understands that Seller shall have no responsibility, indemnification obligation, or any other liability whatsoever to Buyer arising out of or related to BBE's, SSS's or any other third party's acts or omissions, including any failure by such third party to assist or cooperate with Buyer. In

addition, Buyer is not relying upon the continued actions or efforts of Seller or any third party in connection with its decision to purchase the Assets. Buyer is responsible for the risks attendant to the potential failure or refusal of third parties to assist or cooperate with Buyer and/or Seller in the effective transfer, assignment, and conveyance of the purchased Assets, and/or assigned rights. Buyer acknowledges there is no affiliation or association (including without limitation, any contractor or agency relationship) between BBE or SSS and Seller or between BBE or SSS and the Original Issuer.

Section 7.6. ***Enforcement/Legal Actions.*** Buyer covenants, agrees, warrants and represents that Buyer shall not institute any enforcement or legal action or proceeding using or in the name of Seller and/or the Original Issuer, or their respective parent, subsidiaries or affiliates, or make reference to any of the foregoing entities in any correspondence to or discussion with any particular Obligor regarding enforcement or collection of the Assets. The foregoing means that Buyer may not under any circumstance use Seller's and/or the Original Issuer's name in the title, heading or caption of any legal proceeding. Buyer shall not take any enforcement or collection action against any Obligor that would be commercially unreasonable, nor misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Obligor the identity of Buyer, the owner of the Assets. Buyer shall not use, adopt, exploit, or allude to Original Issuer's or Seller's, name, or name of Seller's or Original Issuer's respective parent, subsidiaries or affiliates, or such similar name to cause or which may cause confusion, or use the name of any local, state or federal agency or association, in order to promote Buyer's sale, enforcement, collection, or management of the Assets. In communications with an Obligor or in the body of a court document, Buyer may only use the name of Seller and/or the Original Issuer to identify the Asset as an Asset purchased from Seller. Buyer may make any reference to the Seller or the Original Issuer as a previous owner of the Asset that is deemed to be in compliance with applicable debt collection law or reasonable collection practices, provided such reference is not likely to misrepresent, mislead, deceive or otherwise fail to adequately disclose the Asset's chain of title. Buyer shall neither represent that there is an affiliation or agency relationship between Buyer and Original Issuer and/or Seller, including Original Issuer's and Seller's respective parent, subsidiaries or affiliates, nor shall Buyer state or represent in anyway that Buyer is acting on behalf of the Original Issuer or Seller, or their respective parent, subsidiaries or affiliates. Buyer agrees, acknowledges, confirms and understands that there may be no adequate remedy at law for a violation of the terms, provisions, conditions and limitations set forth in Section 7.6, therefore, Seller and/or Original Issuer shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining Buyer's violation of this section.

Section 7.7. ***Communication with Original Issuer.*** Under no circumstances shall Buyer contact the Original Issuer regarding the Assets or this Agreement without first receiving Seller's express written consent, which consent may be withheld in Seller's sole discretion.

## **ARTICLE VIII REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

Section 8.1. ***Representations and Warranties of Seller.*** Seller represents, warrants and covenants to Buyer as follows:

(a) **Ownership/Authority.** As of the Transfer Date, Seller is the sole owner of all right, title and interest in and to the Assets, and has the right to transfer Seller's interest to Buyer on the terms and conditions set forth in the Agreement, subject to the terms and conditions of this Agreement. The execution and delivery of this Agreement has been duly authorized, and the individual signing the Agreement is duly authorized to execute such Agreement in the capacity of his or her office, and to obligate and bind Seller, Seller's subsidiaries and affiliates, in the manner described. The execution and performance of this Agreement will not violate Seller's organizational documents or by-laws or any material contract or other instrument, Requirements of Law or order to which it is a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other person or government agency.

(b) **Unenforceable Account.** Seller shall make reasonable efforts to obtain and forward a refund to Buyer on the terms set forth in this Section, in the amount paid for each Unenforceable Account, determined by (i) multiplying the approximate current balance of the Unenforceable Account by the percentage of the Purchase Price set forth in the Buyer's successful bid relative to the aggregate balance of the Debt on the Transfer Date and (ii) subtracting from the amount determined under subsection 8.1(b)(i) any payments received on such Unenforceable Account by Buyer. The Administrative Fee is non-refundable and is not to be calculated as part of any refund or repurchase. Buyer shall, within 150 days from the Transfer Date, notify Seller of each Asset with respect to which Buyer seeks such repurchase and shall supply Seller with evidence satisfactory to Seller that same is an Unenforceable Account. If the Original Issuer agrees to repurchase the Asset from Seller, Seller shall forward the refund price to Buyer within 90 days from Seller's receipt of Buyer's request. Buyer agrees to submit its request for Unenforceable Accounts no more than once in any 30 day period. For Assets categorized as bankrupt or deceased the following shall constitute satisfactory evidence: a copy of the Death Certificate, obituary, Banko scrub notification (or other similar vendor) on vendor letterhead, LEXIS/NEXIS notification, court documentation, credit bureau report or letter from Obligor's attorney. For Assets categorized as fraud, the following shall constitute satisfactory evidence: affidavit signed by the Obligor or police report either of which must be dated prior to the Cut-off Date. Buyer shall ensure that all Assets submitted for repurchase under this section shall be provided to Seller on an encrypted Excel spreadsheet using such encryption software as approved by Seller. The Excel spreadsheet shall include a list of Assets, Seller's account number for each Asset, Obligor first and last name, and social security number. Buyer understands that failure to meet this requirement will result in Seller rejecting any such requests and/or termination of this Agreement as outlined in Section 16.4. Seller makes no representation or warranty as to the number of Unenforceable Account(s) which may be included in this Sale. Seller shall be under no obligation to repurchase a Debt under this Article in the event the Original Issuer refuses to repurchase such Debt from Seller. This Section 8.1(b) shall be Buyer's sole remedy in the event Seller has sold an Unenforceable Asset to Buyer.

Section 8.2. **No Other Representations or Warranties.** EXCEPT AS PROVIDED IN SECTION 8.1, THE ASSETS ARE BEING SOLD "**AS IS**" AND "**WITH ALL FAULTS**", WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, AND SELLER, BBE AND SSS SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED,

**CONCERNING THE ASSETS, THE STRATIFICATION, DISTRIBUTION OR PACKAGING OF THE ASSETS.**

**ARTICLE IX  
BUYER'S EVALUATION AND ACCEPTANCE OF RISK OF  
ASSETS SOLD "AS-IS"**

Buyer hereby represents, warrants, acknowledges and agrees to the following:

Section 9.1. **Independent Evaluation.** Buyer's bid for and decision to purchase the Assets pursuant to this Agreement is and was based upon Buyer's own independent evaluation of information deemed relevant to Buyer, including, but not limited to, the information made available by Seller to all potential bidders for the Assets, and Buyer's independent evaluation of related information. Buyer acknowledges and agrees that, while some information concerning the Assets was made available to Buyer for review prior to the Sale, such information, through no fault of Seller, may not be complete. If the Original Issuer, or any of its contractors, employees or agents failed to deliver to Seller any or all of the Asset information in the possession of the Original Issuer, its contractors, employees or agents, then Seller shall not be liable for the failure to include such Asset information in the materials made available for review by prospective bidders prior to the Sale. Buyer has relied solely on its own investigation and it has not relied upon any oral or written information provided by Seller, BBE, or SSS or their personnel or agents and acknowledges that no employee or representative of Seller, BBE, or SSS has been authorized to make, and that Buyer has not relied upon, any statements other than those specifically contained in this Agreement.

Section 9.2. **Due Diligence.** Buyer has been urged to conduct such due diligence review and analyses of the information provided by the Seller in order to make a complete informed decision with respect to the purchase and acquisition of the Assets.

Section 9.3. **Economic Risk.** Buyer acknowledges that the Assets may have limited or no liquidity and Buyer has the financial wherewithal to own the Assets for an indefinite period of time and to bear the economic risk of an outright purchase of the Assets and a total loss of the Purchase Price for the Assets. Buyer acknowledges that any location or contact information provided in the Asset Schedule may no longer reflect the Obligors' current location or contact information. Buyer acknowledges that the Assets may be Unenforceable Accounts.

Section 9.4. **Account Selection.** Buyer acknowledges that Seller selected the Assets sold hereunder on a random basis from a larger pool of prime agency consumer accounts, and, due to the random nature of the selection, the distribution of the Assets will not reflect the same account distribution characteristics of such larger pool, including, without limitation, geographic distribution of address information contained in the Tape.

**ARTICLE X  
MUTUAL INDEMNIFICATION**

10.1 **Buyer's Indemnification of Seller.** Buyer agrees to, and does hereby, indemnify and hold Seller, and its employees, agents and affiliates, officers, directors and shareholders

harmless from and against any Claims incurred or suffered by Seller, BBE or SSS as a consequence of, or otherwise in connection with, Buyer's acts or omissions (including the acts or omissions of Buyer's employees, contractors, agents or affiliates), or the acts or omissions of a Subsequent Purchaser, in connection with the collection or enforcement of the Assets, including any failure to comply with any applicable Requirements of Law relevant to any Obligor's claim, or any breach of this Agreement by Buyer. At its sole option, Seller will have the right to require Buyer to assume the defense of such any claim, action, suit, or other actual or threatened proceeding and to directly pay for all Claims which may be imposed under this Section 10.1. The rights and duties contained in this Section 10.1 shall survive the termination of this Agreement.

10.2 ***Seller's Indemnification of Buyer.*** Seller agrees to indemnify and hold Buyer, its employees, agents and affiliates harmless from and against any Claims incurred or suffered by Buyer by reasons of the gross negligence, willful misconduct or intentional violation of any applicable Requirements of Law by Seller (or its affiliates, employees, or agents) in connection with any breach of this Agreement by Seller. In the event a claim for indemnification arises from the Original Issuer's origination, maintenance, collection or enforcement of the Assets, Seller shall have no obligation to indemnify Buyer unless the Original Issuer agrees in writing to indemnify Seller for the event that is the subject of such indemnification request. At its sole option, Buyer will have the right to require Seller to assume the defense of such any claim, action, suit, or other actual or threatened proceeding and to directly pay for all Claims which may be imposed under this Section 10.2. The rights and duties contained in this Section 10.2 shall survive the termination of this Agreement.

## **ARTICLE XI ASSIGNMENT OF RIGHTS TO THIRD PARTIES**

Section 11.1. ***Assignment of Agreement Prior to Transfer Date.*** Prior to the Transfer Date, Buyer shall not assign, encumber, transfer or convey its rights under this Agreement except as provided in Section 11.2 or with the prior written consent of Seller, in each instance.

Section 11.2. ***Assignment After Transfer Date.*** Buyer may not sell or assign its rights in, under and/or to any Asset at any time after the Transfer Date without Seller's prior written approval, which may be withheld at Seller's discretion. Buyer shall provide Seller the name of the potential Subsequent Purchase, as well as sale details requested by Seller. All Subsequent Purchasers must indemnification, and insurance obligation and other terms applicable to Buyer that are set forth in this Agreement. Buyer's assignment of some or all Assets shall not relieve Buyer of any of its liabilities or obligations hereunder and Buyer shall be liable to Seller for any failure of any Subsequent Purchaser to comply with the terms of its Agreement. In addition, Buyer shall ensure that (a) with respect to obligations incurred and actions taken by any Subsequent Purchaser while it owns any Asset, such Subsequent Purchaser shall remain liable for such obligations and actions even if it has sold the Assets or assigned its rights and obligations in respect thereof, and (b) any Subsequent Purchaser remains liable for any actions of any third party to whom it sells or assigns the Assets or any rights in respect thereof.

Section 11.3. *Obligations to Original Issuer.* Buyer hereby agrees to be bound by all of the terms and provisions of that certain Asset Sale Agreement by and between Seller and Original Issuer respecting the Assets. Original Issuer shall be entitled to rely on this Section 11.3.

## **ARTICLE XII DEFAULT/RIGHT TO CURE**

Section 12.1. *Remedies for Buyer's Default/Right to Cure.* In the event Buyer fails to perform any of its obligations under this Agreement, without the fault of Seller, Seller shall give Buyer written notice setting forth in detail the nature of the breach, whereupon Buyer shall have fifteen (15) Business Days from and after its receipt of such notice to cure such breach. If Buyer fails to cure the breach, Seller shall be entitled to, except as limited by the terms of this Agreement, seek any right or remedy available at law or in equity.

Section 12.2. *Remedies for Seller's Default/Right to Cure.* In the event Seller fails to perform any of its obligations under this Agreement, without the fault of Buyer, Buyer shall give Seller written notice setting forth in detail the nature of the breach, whereupon Seller shall have fifteen (15) Business Days from and after its receipt of such notice to cure such breach. If Seller fails to cure the breach, Buyer shall be entitled to, except as limited by the terms of this Agreement, any right or remedy available at law or in equity.

## **ARTICLE XIII CLAIMS OR LITIGATION**

Buyer shall promptly notify Seller in writing of any Claim, threatened Claim, or litigation filed by any Obligor against Seller or the Original Issuer that arises from or relates to any of the Assets purchased under this Agreement.

## **ARTICLE XIV INFORMATIONAL TAX REPORTING**

Buyer hereby agrees to perform all obligations with respect to federal and/or state tax reporting relating to or arising out of the Assets sold and assigned pursuant to this Agreement including, without limitation, the obligations with respect to Forms 1098 and 1099 and backup withholding with respect to the same, if required, for the year 2011 and thereafter. Seller reserves the right to file such reporting forms relating to the period of the year 2011 (2010, if applicable) for which Seller or the Original Issuer owned the Asset(s).

## **ARTICLE XV RETAINED CLAIMS**

The parties to the Agreement agree that the sale of the Assets pursuant to this Agreement shall exclude the transfer to Buyer of any and all claims and/or causes of action Seller or the Original Issuer (each referred to in this Article XV as "Seller") has or may have (i) against officers, directors, employees, insiders, accountants, attorneys, other persons employed by Seller,

underwriters or any other similar person or persons who have caused a loss to Seller in connection with the initiation, origination or administration of any of the Assets, or (ii) against any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of any of the Assets, or (iii) against any appraiser, title insurer or other party from whom Seller contracted services or title insurance in connection with the making, insuring or servicing of any of the Assets.

## **ARTICLE XVI WAIVER/RELEASE AND DIRECT CAUSE OF ACTION**

16.1. ***Waiver/Release.*** Buyer, its affiliates, officers, directors, successors or assignees thereof, and all Subsequent Purchasers, and all others claiming by or through Buyer or Subsequent Purchasers, hereby disclaim and waive any Claim they may now or in the future have against Seller or BBB or SSS and any of their respective officers, directors, employees, attorneys, agents, and predecessors in interest as a result of the purchase of the Assets, including without limitation any Claim based on Asset distribution as discussed in Section 9.4 of this Agreement. This waiver and release shall not, however, extend to any liability of Seller arising from Seller's failure to perform its obligations in accordance with the terms of this Agreement. Buyer, its affiliates, officers, directors, successors or assignees thereof, and all Subsequent Purchasers, and all others claiming by or through Buyer or Subsequent Purchasers, hereby release Seller, its contractors, employees, attorneys and their successors and assigns, from any and all Claims arising out of the violation of any Requirements of Law taken place after the Transfer Date.

Section 16.2. ***Direct Cause of Action.*** Buyer acknowledges that its only direct cause of action or any right of indemnification arising from this Agreement exists solely with Seller or BBE or SSS. Buyer further acknowledges and agrees that both the Original Issuer and Seller have direct rights of action against Buyer in the event that Buyer or a Subsequent Purchaser fails to fully comply with its obligations under this Agreement.

## **ARTICLE XVII CONFIDENTIALITY PROVISIONS**

Both parties acknowledge that in performing their respective services under this Agreement, they may have access to information and/or documentation of the other that is of a confidential nature.

Section 17.1. ***Definition of Confidential Information.*** Both parties agree that "Confidential Information" includes (i) the terms and conditions of this Agreement for the sale of Assets; (ii) any amount of consideration paid for such Assets; (iii) all information marked as "confidential" or with similar designation, or information which the receiving party should, in the exercise of reasonable judgment, recognize to be confidential; (iv) any and all information of or about Obligor(s), of any nature whatsoever, and specifically including but not limited to customer lists, customer financial information and the fact of the existence of a relationship between the providing party and customer(s); (v) all business, financial or technical information of either party and any of either party's vendors (including but not limited to credit card account numbers; and (vi) software licensed from third parties or owned by either party or its affiliates).

Section 17.2. ***Safeguarding Confidential Information.*** Both parties will establish data security policies and procedures to ensure compliance with this section that are designed to maintain safeguards against the destruction, loss, alteration of, or unauthorized access to personal, non-public, or Asset information.

(i) ***Prior to Transfer Date.*** Buyer agrees that it shall treat as confidential and shall not disclose or otherwise make available, the personal account information and all other data received by Buyer from Seller with respect to any Asset, other than to employees, agents, lenders, auditors, contractors or affiliates of Buyer or Seller whose duties reasonably require access to such information.

(ii) ***After Transfer Date.*** Buyer shall follow all Requirements of Law with regard to disclosure of account information. Buyer will instruct such employees, agents, affiliates, and contractors of the confidentiality requirements contained in this Agreement.

Section 17.3. ***Notice of Disclosure.*** Buyer and Seller agree that Confidential Information will not be disclosed by either party without the written consent of the other, except to the extent that disclosure (i) is required to be made under any applicable court order, law, or regulation; (ii) is required to be made to any tax, banking or other regulatory authority or legal or financial advisor of either party; (iii) is made in connection with the sale or other transfer of any Asset or interest therein by the Buyer or its successors or assigns; or (iv) is made to Buyer's auditors or lenders. Should either party be required to disclose confidential information as set forth in this Agreement, the providing party shall promptly notify the other party so that the other party may seek the necessary injunctive relief or otherwise protect the confidentiality of such requested information.

Section 17.4. ***Breach; Survival.*** Both parties agree that any violation of the obligations of confidentiality, as set forth in this Article XVII, shall be a material breach of the Agreement and shall entitle the non-breaching party to immediately terminate the Agreement without penalty upon notice to the breaching party. The provisions of Article XVII shall survive termination of this Agreement in perpetuity.

## ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 18.1. ***Severability.*** Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance by both parties is waived, and all other provisions of this Agreement shall nevertheless remain in full force and effect.

Section 18.2. ***Rights Cumulative; Waivers.*** The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate under the terms and conditions specifically set forth. The rights of each of the parties shall not be capable of being 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. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 18.3. **Assignment.** Subject to the restrictions set forth in Article XI, this Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the attached Addenda, Exhibits and Schedules, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

Section 18.4. **Prior Understanding.** This Agreement supersedes any and all prior discussions and agreements between Seller and Buyer with respect to the purchase of the Assets and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated in this Agreement.

Section 18.5. **Entire Agreement; No Third Party Beneficiaries.** This Agreement and all attached Addenda, Exhibits and Schedules constitute the final complete expression of the intent and understanding of both Buyer and Seller. This Agreement shall not be altered or modified except by a subsequent writing, signed by both parties. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies to any third party other than the parties to the Agreement.

Section 18.6. **Governing Law/Choice of Forum.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois. The parties agree that any legal actions between Buyer and Seller regarding the purchase of the Assets hereunder shall be originated in the district court in and for the State in the county where Seller is located, subject to any rights of removal Seller may have, and Buyer hereby consents to the jurisdiction of said court in connection with any action or proceeding initiated concerning this Agreement and agrees that service by mail to the address specified on the cover page of this Agreement shall be sufficient to confer jurisdiction over Buyer in such State Court.

Section 18.7. **Notice.** All notices and other communications between the parties will be in writing and will be deemed given (a) when delivered personally, (b) when sent via overnight carrier (UPS or Federal Express), on the day of receipt, or (c) four business days after mailing by registered or certified mail, return receipt requested, to a party at the address set forth herein (or to any other address as a party may designate in writing):

If to Seller: NLEX, LLC  
10 Sunset Hills Professional Centre  
Edwardsville, IL 62025  
Attention: Legal Notices

If to Buyer:

Attention:

Section 18.8. ***Calculation of Calendar/Business Days.*** If any date (whether calculated on the basis of calendar days or Business Days) upon which or by which action is required under this Agreement is a Saturday, Sunday or legal holiday recognized by the Federal Government of the United States, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the United States' Federal Government.

Section 18.9. ***Force Majeure; Excusable Delays.*** Any delay hereunder shall be excused to the extent approved in writing by the parties. Any delay in the performance by either party of its obligations under this Agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including without limitation any act of God; any fire, flood or weather condition; any earthquake; any act of a public enemy, terrorism, war, insurrection, riot, explosion or strike; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.

Section 18.10. ***Execution and Counterparts.*** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and, all of which taken together shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or in portable document file ("PDF") format via electronic mail, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

Section 18.11. ***Limitation of Actions.*** No cause of action, regardless of form, shall be brought by either party more than one (1) year after the cause of action arises.

Section 18.12. ***Construction.*** Captions contained in this Agreement are for convenience only and do not constitute a limitation of the terms hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

BUYER:

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER: NLEX, LLC

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_

Title:

**EXHIBIT A**

**ASSET SCHEDULE**

Lot No.

<b>Seller Institution Name</b>	<b>Type of Assets</b>	<b>Number of Assets</b>	<b>Approximate Current Balance</b>	<b>Purchase Price Percentage (%)</b>	<b>Purchase Price (\$)</b>	<b>Cut Off Date</b>
NLEX, LLC	Credit Card and Lines of Credit Accounts					, 2011

**AN ENCRYPTED DATA FILE (OR SIMILAR DIGITAL MEDIA) TITLED Lotf.zip WILL BE PROVIDED CONTAINING THE FOLLOWING ASSET INFORMATION, WHERE AVAILABLE:**

<b>ACCOUNT NUMBER</b>	<b>CO-MAKER</b>	<b>ACCOUNT NAME</b>	<b>CO-</b>
<b>MAKER WORK PHONE</b>			
<b>ADDRESS</b>	<b>CO-MAKER HOME PHONE</b>	<b>CHARGE-OFF DATE</b>	
<b>WORK PHONE</b>	<b>DATE ACCOUNT OPENED</b>	<b>CHARGE-OFF BALANCE</b>	
<b>HOME PHONE</b>	<b>LAST PAYMENT DATE</b>	<b>CURRENT BALANCE</b>	
<b>SOCIAL SECURITY NUMBER</b>	<b>LAST PAYMENT AMOUNT</b>		

## EXHIBIT B

### BILL OF SALE AND ASSIGNMENT OF ASSETS

Lot No.:

The undersigned Assignor ("**Assignor**") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to ("**Assignee**"), all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule attached hereto as **Exhibit A** (the "**Assets**"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets. Except as otherwise provided in the Purchase and Sale Agreement executed between the Assignor and Assignee and dated \_\_\_\_\_, 2011, which is incorporated herein and made a part hereof as if fully set forth, this Assignment is on an "as is" and "with all faults" basis, without recourse and without representations or warranties of any type, kind, character or nature, express or implied.

DATED: \_\_\_\_\_, 2011

ASSIGNOR: NLEX, LLC

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

Name (print):

Title:

## EXHIBIT C

### WIRE TRANSFER 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  
10 Sunset Hills Professional Centre  
Edwardsville, IL 62025

Account Number: 5197643

Reference: Please include your lot number and 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.

**EXHIBIT D**  
**CHAIN OF TITLE DOCUMENT**