

EXHIBIT A



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of March 24, 2009 by and between Riverwalk Holdings, LTD organized under the laws of Texas, with their principal place of business located at 1132 Glade Rd, Colleyville, TX 76034 ("Seller"), and Wayric Services, Inc. ("Buyer"), a company, with its principal place of business located at 12030 Tralee Rd #204, Timonium MD 21093.

WHEREAS, the Seller desires to sell and Buyer desires to purchase certain of the Seller's consumer loan accounts on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises herein, Buyer and Seller agree as follows:

1. DEFINITIONS

1.1 "Account Document" means, with respect to any Account, any application, agreement, billing statement, notice, correspondence or other information in the Seller's possession that relates to an Account. An Account Document may include, without limitation, original documents or copies thereof, whether by photocopy, microfiche, microfilm or other reproduction process including but not limited to signed credit agreements, statements, and any document evidencing a security interest. Excluded from the definition of Account Document is any correspondence, report, information, internal analyses, attorney-client privileged documents, internal memoranda, documents, credit information, regulatory reports, and/or internal assessments of valuation of such Account, or any other documents relating to an Account that may be missing or excluded from the Seller's file with respect to the Account (whether intentionally or unintentionally).

1.2 "Accounts" means the Household Bank/Orchard Bank (Household Finance) credit card accounts and receivables originated by Orchard Bank (Household Finance) and Direct Merchants Bank, and Providian accounts and receivables originated by Seller or acquired from Washington Mutual, Providian now owned by Chase, and listed on the Asset Schedule (attached hereto as Exhibit 1) the balances of which the Seller has written off for accounting purposes.

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1.4 "Obligor" means the person in whose name an Account was established.

1.5 "Closing Date" means March 26, 2009 such other date mutually agreed to by Buyer and the Seller. For Substitute Accounts, the Closing Date shall be the Substitute Date.

1.6 "Cut-Off Date" means March 25, 2009.



1.7 "Principal Balance" means the account balance due with out any post charge off interest or fees.

Reserved.1.11 Reserved.

1.12 "Purchase Price" means \$114,736.33 (a sum equal to the Purchase Price Percentage 5.5%) multiplied by the Principal Balance Amounts for all Accounts of \$2,086,115.09), subject to Pre-Closing Adjustment pursuant to Section 2.2. The Purchase Price shall be paid in accordance with Section 2.3 of this Agreement.

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1.16 "Repurchase Price" means, for an Account to be repurchased by Seller, (a) the sum of (the Purchase Price Percentage) multiplied by the Cut-Off Date Principal Balance Amount for that Account, minus (b) any payments received by the Buyer for the repurchased Account after the Closing Date. If the payments received by Buyer for a repurchased Account exceed the Repurchase Price, Buyer shall pay the excess amount.

2. PURCHASE AND SALE OF ACCOUNTS

2.1 Purchase and Sale. The Seller agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase from the Seller on the Closing Date all right, title and interest of Seller in the Accounts, as further described in the attached Exhibit 1 and as delivered two business days prior to the Closing Date in the Final Data Tape. Buyer has made an independent investigation as it deems necessary as to the nature, validity, collectibility, enforceability and value of the Accounts, and as to all other facts that Buyer deems material to Buyer's purchase. Buyer enters into this Agreement solely on the basis of that investigation and Buyer's own judgment. Buyer has made an independent determination that the Purchase Price represents the Accounts' fair and reasonable value. **The sale and assignment are without recourse to the Seller, and without warranty of any kind (including, without limitation, warranties pertaining to validity, collectibility, accuracy or sufficiency of information), except as and subject to the limitations stated in Article 3 below and the indemnification in Article 10 below.** Buyer is not acting in reliance on any representation by the Seller, except as set forth in Article 3 below.

2.2 Pre-Closing Adjustment. The Purchase Price amount stated in Section 1.12 shall be adjusted to reflect any changes in the status of the Accounts as of the Cut-Off Date, as follows:

(a) a change in the Cut-Off Date Principal Balance Amount of any Account from the balance shown on the due diligence tape provided to Buyer; and



(b) retention by the Seller, at Seller's sole and unfettered discretion, of any Account that on the Cut-Off Date (i) to the Seller's knowledge, fails to meet the representations set forth in Section 3.7; or (ii) as to which the Seller determines that there is a pending or threatened suit, arbitration, objection or other legal proceeding or investigation relating to the Account or to the applicable Obligor, and naming the Seller or otherwise involving the Seller's interest in a manner unacceptable to the Seller, and as to which the Seller determines (in its sole discretion) that the Seller's interest therein cannot be adequately protected without the Seller owning such Account.

The Purchase Price will be adjusted by the Adjustment Amount associated with any balance or Account described in this Section 2.2. The Seller will notify the Buyer of the adjusted Purchase Price prior to the Closing Date.

2.3 Payment. Buyer shall pay to Seller the Purchase Price in an amount equal to \$114,736.33 which shall be due and payable by or before 3 PM on the Closing Date. The Seller will transfer the Accounts to Buyer in accordance with Section 2.4 below. Buyers shall transmit the payments to Seller by wire transfer in accordance with the instructions provided to Buyer by Seller.

2.4 Transfer. On the Closing Date, subject to satisfaction or waiver of the conditions precedent set forth in Article 5 of this Agreement, the Seller and Buyer will execute and deliver to each other separate Bills of Sale, Assignment and Assumption Agreements substantially in the form of Exhibits 2, as well as Exhibits 5, 6 and other mutually agreed upon Closing documents evidencing the transfer of Seller's right, title and interest in the Accounts transferred on such Closing Date. The Seller will provide to Buyer, two business days prior to the Closing Dates or at such other time as is mutually agreed to by the Buyer and Seller, a computer printout or magnetic tape listing the Accounts as of the Cut-Off Date that will be purchased by the Buyer on the Closing Date. On the Closing Date, Seller will transfer all Seller's right, title and interest in the Accounts and Buyer will assume, with respect to each Account, all of Seller's rights, responsibilities, and obligations that arise as a result of Buyer's purchase of the Accounts, subject to Seller's rights as set forth in Article 8.

2.5 Sales, Use or Transfer Taxes. If any sales, use or transfer tax is assessed or otherwise payable as a result of the transactions contemplated hereby, each party shall assume the obligation to pay such tax, based on the party against whom such tax may be assessed, to the extent such taxes relate to, or accrue on or after the Closing Date.

2.6 Payments Before the Cut-Off Date. Seller shall retain, and not transfer to Buyer, all payments received by Seller on or prior to the Cut Off Date with respect to all Accounts. Seller shall have received payment, for the purposes of this Section, upon receiving physical possession of (a) the funds, or (b) the negotiable instrument as that term is defined in the Uniform Commercial Code, or (c) a wire transfer or electronic fund transfer.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes the following representations and warranties:



3.1 Due Organization; Authorization. The Seller is duly organized, existing and in good standing corporation organized under the laws of the State of Texas, and the Seller's execution, delivery, and performance of this Agreement are within the Seller's corporate powers and have been duly authorized by all necessary corporate action.

3.2 Servicing. After the Cut-Off Date, and subject to the rights set forth in Article 8 below, the Seller (a) shall not compromise, settle (for less than full value) or otherwise release a Obligor on any Account without Buyer's consent and (b) will undertake only those servicing activities it deems reasonably necessary to preserve and maintain the integrity and enforceability of the Accounts.

3.3 No Conflict. The execution and delivery of this Agreement by Seller and the performance of its obligations hereunder will not (i) conflict with or violate (A) the organizational documents of Seller, or (B) any provision of any law or regulation to which Seller is subject, or (ii) conflict with or result in a breach of or constitute a default (or any even which, with notice or lapse of time, or both, would constitute a default) under any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller or result in the creation or imposition of any lien on any of its assets or property. Seller has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, if any, required for the execution, delivery and performance by Buyer of this Agreement.

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3.5 Proceedings. The Seller is not aware of any proceeding, action, investigation or litigation pending or threatened against Seller which, individually or in the aggregate, may have a material adverse effect on this Agreement or any action taken or to be taken in connection with the Seller's obligation contemplated herein, or which would be likely to materially impair its ability to perform under the terms of this Agreement, other than the bankruptcy reorganizations governing the Obligors and their estates.

3.6 Compliance. Seller and any other originator or holder of the Account has complied in all material respects with all applicable laws and regulations with respect to each Account.

3.7 Representations Concerning Accounts. With respect to each Account and subject to Sections 4.2 and 6.7, the Seller represents that to the best of its knowledge as of the Closing Date:

(a) the Principal Balance Amount has not been paid by the Obligor except to the extent any payments thereof may have been made after the Cut Off Date and will be forwarded to Buyer under Section 6.7;

(b) no final judgment has been entered by a court of competent jurisdiction disallowing any or all of the Cut Off Date Claim Amount;



- (c) None of the Obligors have not been discharged in a Bankruptcy;
- (d) the Obligor has not been released from liability on the Account;
- (e) the account was not opened fraudulently and or the debt was not pre-determined uncollectible by the "Seller";
- (f) the Obligor is not deceased;
- (g) the Seller has good and marketable title to the Account, is the sole owner thereof and has full right to transfer and sell the Account free and clear of any encumbrance, equity, lien, pledge, charge, claim, security interest, obligation to third party collection agencies or attorneys previously retained by the Seller; to the best of Seller knowledge.
- (h) to the best of Seller's knowledge, there is no dispute, claim, action, suit or proceeding pending or threatened with respect to the Account;
- (i) the Cut Off Date Claim Amount on the Account is \$50 or more.
- (j) each Account is closed and there is no requirement for future advances of credit or other performance by Seller; and,
- (k) each Account has been maintained and serviced by Seller in full compliance with applicable state and federal laws including where applicable, without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, and the Fair Credit Billing Act.
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- (n) Due Diligence Tape. Information provided by Seller on the Final Data Tape is materially true and correct, including but not limited to identification of which Accounts, and what portion of the Principal Balance Amount is secured, if any.
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The Seller makes no other representations or warranties, express or implied, with respect to any of the Accounts other than as specifically set forth in this Section 3.7.

3.8 Remedies for Breach of Representations Concerning Accounts.

(a) Time Period. Notwithstanding anything to the contrary in this Agreement (including without limitation to Article 8) or applicable law, Buyer's sole remedy against Seller arising out of, relating to or for a breach of any of the representations listed in Section 3.7, and regardless of the nature of the claim, cause of action or legal theory asserted by Buyer shall be as provided in this



Section 3.8; provided, however, that this limitation of remedies shall not limit Seller's indemnification obligations to Buyer under Sections 10.2 and 10.3. Seller may not use the "best of knowledge" qualification contained in Section 3.7 as a defense to a claim made by Buyer under this Section 3.8. Buyer shall notify the Seller of the breach of any representation contained in section 3.7 no later than 90 days from the Closing Date. Upon receiving notice under this Section 3.8, Seller shall, at Seller's sole discretion (A) cure such breach referred to in the notice of breach provided by Buyer, in all material respects; or (B) repurchase the affected Account by paying Buyer an amount equal to the Repurchase Price; or (C) pay to Buyer an amount equal to any reduction caused by the breach in the Cut Off Date Principal Balance Amount of the affected Account multiplied by the Purchase Price Percentage (the sum of which shall be the "Purchase Price Adjustment") or (D) assign to Buyer a Substitute Account or Accounts pursuant to an assignment. Buyer and Seller agree to address in good faith any issues relating to price adjustments as allowed herein through the committee established under Section 6.2. Seller hereby agrees that Buyer may and shall be substituted for Seller as the valid owner of the Substitute Accounts and hereby irrevocably waives any and all notice or hearing requirements imposed by or right to object under Bankruptcy Rule 3001(e)(2) or otherwise with respect to such Substitute Accounts. A notice of breach under this section 3.8 must be delivered by the Buyer to the Seller in electronic format and accompanied by the documentation/information required under section 3.8 (b). (C). The Seller may assign to Buyer a Substitute Account under Section 3.8(a)(D) only once for any Account; thereafter Seller shall repurchase the Account in accordance with Section 3.8(a)(B). Buyer represents that it intends that this Section 3.8 sets forth its sole and exclusive remedy relating to, arising out of, or for any breach of representation under Section 3.7 by Seller under this Agreement, and that Buyer intends by this paragraph to limit its remedies against Seller, regardless of the nature of the claim, cause of action, or legal theory asserted by the Buyer, to a maximum recovery of the Repurchase Price for such Account; provided, however, that this limitation of remedies shall not limit the Seller's indemnification obligations to Buyer under Sections 10.2 herein. The Parties shall designate a contact person from each organization responsible for reviewing and resolving issues relating to matters arising and related to the Accounts.

(b) Form of Notice Required. Buyer shall notify Seller in electronic/spreadsheet format of each Account of which Buyer seeks to have Seller exercise one of its options under Section 3.8(a). All notices shall contain the customer's name and Seller's account number and will be accompanied with the following applicable documentary evidence satisfactory to the Seller:

Bankruptcies:

Approved third party service (Banko, ; Experian; Trans Union; or Equifax) (Spreadsheets are not accepted, copies of notices are required)
Bankruptcy Court/Trustee information

Deceased:

Copy of death certificate, or
Credit bureau indicating date of death, or
Executor or attorney letter with date of death, or
Approved third party service (Banko, Accurint, Interactive Data)
(Spreadsheets are not accepted, copies of notices are required)

Settled or



Paid in Full: Copy of Seller or Seller agent letter verifying action
Copy of the canceled, final check (front and back)

Fraud: Copy of Letter from or to originator. Complaint in writing explaining
event and an executed Affidavit of Fraud.

(c) Repurchase Price. With respect to any Account that the Seller repurchases, the Seller shall not be obligated to make payment of the Repurchase Price on an Account by Account basis, but instead may elect to provide such adjustment in a single payment within 30 days of notification by Buyer of any group of ineligible or otherwise to be repurchased Accounts, at Seller's option. The Seller makes no representation as to the number of Accounts that may be subject to repurchase pursuant to this section. If Seller repurchases any Account under this Agreement, all right, title and interest in the repurchased Account shall automatically revert to Seller, and Seller shall be entitled to receive all payments made to the Account after the repurchase date. Buyer shall execute and shall cooperate in filing all necessary documents to transfer the Account to Seller.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties:

4.1 Due Organization; Authorization. Buyer is duly organized, existing and in good standing as a corporation under the laws of the State of Maryland. Buyer has full authority to execute, deliver and perform this Agreement according to its terms, and Buyer's execution, delivery and performance of this Agreement have been duly authorized, and are not in conflict with any law or regulation applicable to Buyer or the terms of Buyer's partnership documents or articles of incorporation, charter or bylaws, as applicable, or of any indenture, agreement or undertaking to which Buyer is a party or by which it or any of its assets is bound.

4.2 No Conflict. Buyer's review of Account and Obligor information will not represent a conflict of interest on the part of Buyer or Buyer's officers or employees, and that neither Buyer nor any of Buyer's affiliated companies is presently a party to any litigation, or involved in any litigation, with any Obligor or with the Seller.

The execution and delivery of this Agreement by Buyer and the performance of its obligations hereunder will not (i) conflict with or violate (A) the organizational documents of Buyer, or (B) any provision of any law or regulation to which Buyer is subject, or (ii) conflict with or result in a breach of or constitute a default (or any even which, with notice or lapse of time, or both, would constitute a default) under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which it is bound or any order or decree applicable to Buyer or result in the creation or imposition of any lien on any of its assets or property. Buyer has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, if any, required for the execution, delivery and performance by Buyer of this Agreement.



4.3 Investigation of Accounts. Buyer is a sophisticated investor and its bid and decision to purchase the Accounts are based upon its own independent expert evaluations of the nature, validity, collectibility, enforceability and value of the Accounts. The Buyer has had sufficient opportunity to complete the independent investigation and examination into the Accounts that Buyer deems necessary. Buyer enters into this Agreement solely on the basis of that investigation and Buyer's own judgment. Buyer has made an independent determination that the Purchase Price represents the Accounts' fair and reasonable value. Buyer is not acting in reliance on any representation by the Seller, except those and subject to the limitation listed in Article 3.

4.4 Accounts Sold As Is. Buyer acknowledges and agrees that except for warranties and representations set forth in Article 3 of this Agreement, Seller has not and does not represent, warrant or covenant the nature, accuracy, completeness, enforceability or validity of any of the Accounts and supporting documentation provided by Seller to Buyer, and, subject to the terms of this Agreement, all documentation, information, analysis and/or correspondence, if any, which is or may be sold, transferred, assigned and conveyed to Buyer with respect to any and all Accounts is sold, transferred, assigned and conveyed to Buyer on an "AS IS, WHERE IS" basis, WITH ALL FAULTS.

4.5 No Finders. Buyer has not utilized any investment banker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transactions contemplated in this Agreement.

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5. CONDITIONS PRECEDENT TO PURCHASE AND SALE OF ACCOUNTS

5.1 Representations and Warranties. The representations and warranties of the Seller and Buyer in this Agreement will be true and correct as of the Closing Date.

5.2 Compliance with Covenants and Agreements. Buyer and the Seller will have complied in all material respects with each of their respective covenants and agreements in this Agreement on or before the Closing Date.

5.3 No Violation of Law. Consummation by Buyer and the Seller of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to Buyer or the Seller.

5.4 Approvals and Notices. All required approvals, consents and other actions by, and notices to and filings with, any governmental authority or any other person or entity will have been obtained or made.



6. RIGHTS AND OBLIGATIONS OF THE Seller AND BUYER AFTER THE CLOSING DATE

6.1 Notice to Obligors. After the Closing Date, neither party shall, give any Obligor written or oral notice of the transfer of the Obligor's Account to Buyer, unless required applicable law. Both parties agree to cooperate with the other and to execute and to deliver to the other, or to assist in filing, all necessary documents required to evidence the transfer of the Accounts. The Buyer shall not discredit or impugn the reputation of the Seller.

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6.3 Retrieval of Account Documents. After the closing date the Seller will attempt to locate files on accounts in the process(es) described in Exhibit 1 on such terms as are detailed in Exhibit 1. Documents will be furnished within 120 days of the date of the request when available. Buyer's request for an Account Document must be presented to Seller on a form provided by Seller and must be made with sufficient specificity to enable the Seller to locate the Account Document. The Seller will use reasonable diligence to provide the Account Document. The failure of the Seller to provide an Account Document requested by Buyer will not be a breach of this Agreement. If the Seller cannot reasonably provide an Account Document that the Buyer requests, the Seller will inform Buyer accordingly.

Buyer may, in addition to its request for Account Documents, request an Affidavit from Seller, in the form shown in Exhibit 3, indicating the date the Account was opened, the Account number and the balance existing as of a specified date. The Seller will provide a total number of affidavits equal to twenty-five percent (25%) of the total accounts purchased. The Buyer shall be limited to one request for affidavits per week with a maximum of 100 accounts per request. Seller shall have three (3) weeks to complete the affidavits requested. Requests shall contain sufficient information about the relevant accounts to allow Seller representatives to locate the Account information to complete the affidavits. The Buyer shall pay Seller \$5.00 per affidavit requested and provided. Payment shall be due at the time the affidavit is provided.

6.4 Credit Bureau Reporting. The Seller shall promptly request that the major credit reporting agencies (including, without limitation, Experian, CBI and Trans Union) update the accounts to reflect "Transferred or Sold" in their records. The Buyer may report its ownership of the Accounts to credit reporting agencies provided that the Buyer agrees to comply with the Fair Credit Reporting Act (FCRA) and any other laws or regulations governing credit agency reporting.

6.5 Compliance with Law. With respect to any Account, Buyer or Buyer's agent will at all times: (a) comply with all state and federal laws applicable to debt collection, including, without limitation, the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, and the Bankruptcy Code and (b) for any Account where the statute of limitations has run, not falsely represent that a lawsuit will be filed if the Obligor does not pay.

6.6. Notice of Claims. Buyer will notify the Seller immediately, but not later than 5 business days of receipt, of any claim or threatened claim against the Seller. If any such claim is in



writing, Buyer shall, at the same time as it provides the required notice under this Section 6.6 to the Seller, provide the written claim, and any associated documents, to Seller. Buyer shall cooperate fully with Seller in the defense of any such claim. Seller will notify Buyer immediately, but not later than 5 business days of receipt, of any claim or threatened claim against the Buyer, that is discovered by Seller.

6.7 Seller's Obligation to Forward Payments and Mail to Buyer. Weekly the Seller will mail all payments received after the Cut Off Date, each payment will have detailed customer information for application to the obligor's account. In the event that any such payments are reversed for insufficient funds, Buyer shall promptly refund any such payment previously received to Seller. Additionally, on a weekly basis, Seller will forward all mail received relating to the Accounts to Buyer, subject to Seller's right to retain copies thereof to the extent the Seller's interests are affected.

7. USE OF SELLER'S NAME

7.1 Use of Names. The Buyer will not use or refer to the name "Household Finance" or Washington Mutual, Provident and or Chase or any similar name or successor corporation, except to reference the same for purposes of identifying an Account in communications with the Account's Debtor, in collecting amounts outstanding on the Account, and in conducting litigation or participating in a bankruptcy proceeding with respect to the Account. Buyer shall not represent that there is an affiliation or agency relationship between Buyer and the Seller, nor shall Buyer state or represent in any way that it is acting for or on behalf of the Seller. Buyer shall not misrepresent, mislead or otherwise fail adequately to disclose its ownership of the Accounts.

7.2 Breach. Buyer and Seller acknowledge that Buyer's breach of this Article 7 will result in actual and substantial damages to the Seller, the amount of which will be difficult to ascertain with precision. Therefore, if the Buyer breaches any part of this Article 7, or any other covenant or covenants set forth in this Agreement, then Seller shall have the right to seek and obtain in any court of competent jurisdiction an injunction to restrain a violation, alleged violation, or continuing violation by the Buyer. In addition to all equitable claims, Seller shall be entitled to bring any and all separate claims to recover damages against Buyer that Seller may suffer as a result of Buyer's breach. Seller may recover its costs incurred in bringing any successful action under this Article 7, including but not limited to reasonable attorney fees and court costs. Further, Buyer shall immediately cease and desist from continuing any act that is alleged by Seller to be a violation of this Article 7, and Buyer shall take whatever action that is necessary to correct any violation of this Article 7 upon receiving written notice from Seller.

8. THE SELLER'S RIGHT TO REPURCHASE ACCOUNTS

8.1 Accounts Affected. The Seller shall have the right, but not the obligation, to repurchase any Account, if the Seller determines in its sole discretion that there is a pending or threatened suit, arbitration or other legal proceeding, investigation, complaint or publicity relating to the



Account or the applicable Obligor, and naming the Seller or otherwise affecting the interests of the Seller.

8.2 Right to Repurchase.

(a) Upon notice to Buyer, the Seller may repurchase any Account described in Section 8.1 by repaying to Buyer the Repurchase Price associated with the repurchased Account. If the Seller repurchases a material number of Accounts under this Article 8, then the Seller and Buyer shall assemble a committee, which committee shall consist of no more than two representatives from each party, to review the repurchase and determine, in good faith, the repurchase price for each Account.

9. RIGHT OF RESALE

9.1 Sale or Transfer to a Third Party. Buyer may resell or transfer the ownership of any Account to a third party. Buyer shall defend, indemnify and hold harmless Seller from any and all causes of action, claims, expenses or judgments incurred by Seller for which Buyer's third party is responsible. Buyer shall require third party to agree to be bound to all of the Buyer's obligations and limitations or remedies, and to acknowledge all of Seller's rights, as set out in this Agreement, including without limitation the Sections in Articles 6, 7, 8, and 9. Seller's consent to the Buyer's resale or transfer of ownership of any Account to a third party shall not relieve the Buyer of its obligations and responsibilities under this Purchase and Sale Agreement. If Buyer completes such resale or transfer of ownership of any Account to a third party, all third party requests for documentation pursuant to Section 6.2 must be made to Seller through Buyer, unless Seller otherwise agrees in writing. Nothing in this Section 9.1 shall modify the indemnification provisions between Buyer and Seller as set forth in Article 10 of this Agreement.

9.2 Exceptions. Section 9.1 shall not apply to Buyer's sale, pledge or transfer of Accounts to one or more of its wholly owned subsidiaries or affiliates or to a trust or other special purpose vehicle which is wholly owned by such subsidiary or affiliate or a third party for the sole purpose of obtaining financing and/or issuing asset-backed securities secured by such Accounts, provided that Buyer shall give Seller prompt notice of the sale, pledge, or transfer under this Section 9.2.

10. INDEMNIFICATION

10.1 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend, and hold harmless the Seller, its parents, subsidiaries affiliates, successors and assigns, and their officers, directors and employees from and against any and all claims, damages, losses, costs or expenses (including any and all reasonable attorneys' and experts' fees), that Seller might suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other claim brought by a third party against Seller, whether commenced or threatened, whether or not well grounded and by whomsoever concerned, based on the following:

(a) any breach of this Agreement by Buyer or its officers, directors, agents, employees or representatives; or



(b) any other act or omission by Buyer, its officers, directors, agents, employees, or representatives with respect to any Account or any party obligated on an Account or after the Closing Date; provided, however, that, (i) the Seller notifies Buyer within a reasonable time of any such claim or action, (ii) such claims, damages, losses, costs or expenses are not solely attributable to any negligent act or omission by the Seller, its parent, affiliates, subsidiaries or any of their employees or agents and (iii) the Seller provides Buyer with information that is available to the Seller and is reasonably necessary for Buyer to prosecute its defense of the action.

Buyer shall bear all reasonable expenses in connection with the defense and /or settlement of any such claim or suit. The Seller shall have the right, at its own expense, to participate in the defense of any claim against which it is indemnified and which has been assumed by the obligation or indemnity hereunder; Buyer, in the defense of any such claim, except with the written consent of the Seller, shall not consent to entry of any judgment or enter into any settlement that either: (a) does not include, as an unconditional term, the grant by the claimant to the Seller of a release of all liabilities in respect of such claims, or (b) otherwise adversely affects the rights of the Seller.

10.2 Indemnification by Seller. Seller hereby agrees to indemnify, defend, and hold harmless the Buyer, its parents, subsidiaries and affiliates, and their officers, directors and employees from and against any and all claims, damages, losses, costs or expenses (including any and all reasonable attorneys' and experts' fees) that Buyer might suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other claim, brought by a third party against Buyer whether commenced or threatened, whether or not well grounded and by whomsoever concerned, based on the following:

(a) any breach of this Agreement by Seller or its officers, directors, agents, employees, or representatives; provided, however, that nothing herein shall give Buyer the right to bring or assert a claim or action directly against the Seller (other than a claim for indemnification under this Article 10) that arises out of or relates to the Buyer's rights herein; and, provided further, the Seller may not use the "best of knowledge" qualification contained in Section 3.7 as a defense to a indemnification claim made under this Section 10.2(a), or

(b) any other act or omission by Seller, its officers, directors, agents, employees, predecessors in interest or representatives with respect to any Account or any party obligated on an Account prior to the Closing Date, provided, however, that (i) the Buyer notifies Seller within a reasonable time of any such claim or action, (ii) such claims, damages, losses, costs or expenses are attributable to any negligent act or omission by the Buyer, its parent, affiliates, subsidiaries, transferees, contractors, agents or any of their employees or agent and (iii) the Buyer provides Seller with information that is available to the Buyer and is reasonably necessary for Seller to prosecute its defense of the action.

Seller shall bear all reasonable expenses in connection with the defense and/or settlement of any such claim or suit. The Buyer shall have the right, at its own expense, to participate in the defense of any claim against which it is indemnified and the defense of which has been assumed by the Seller's obligation or indemnity hereunder. Seller, in the defense of any such claim,



except with the written consent of the Buyer, shall not consent to entry of any judgment or enter into any settlement that either, (a) does not include, as an unconditional term, the grant by the claimant to the Buyer of a release of all liabilities in respect of such claims, or (b) otherwise adversely affects the rights of the Buyer.

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10.4 Survival. The provisions of this Article 10 shall survive the termination or expiration of this Agreement.

11. CONFIDENTIALITY

11.1 Confidential Information. From and after the execution of this Agreement, Buyer hereto shall keep confidential, and shall use reasonable efforts to cause their respective officers, directors, employees and agents to keep confidential, any and all information obtained from the Seller concerning the assets, properties and business of the Seller, and shall not use such confidential information for any purpose other than those contemplated by this Agreement; *provided, however*, that Buyer shall not be subject to the obligations set forth in the preceding sentence with respect to any such information provided to it by the Seller which either (i) was in Buyer's possession at the time of the Seller's disclosure, (ii) was in the public domain at the time of the Seller's disclosure, or subsequently enters the public domain through no act or failure to act on the part of the Seller, or (iii) is lawfully obtained by Buyer from a third party. Nothing in this Agreement shall be construed to limit Buyer's obligations under the confidentiality agreement entered into between Buyer and the Seller.

11.2 Public Announcement. Neither Buyer nor the Seller shall make any public announcement of this Agreement or provide any information concerning this Agreement or the subject matter hereof to any representative of the news media without the prior approval of the other party. The parties will not respond to any inquiry from public, governmental, or administrative authorities concerning this Agreement without prior consultation and coordination with each other.

11.3 Survival. The provisions of this Article 11 shall survive the termination of this Agreement.

12. GENERAL PROVISIONS

12.1 Applicable Law. The laws of the State of Texas shall govern the enforcement and interpretation of this Agreement and the rights, duties and obligations of the parties hereto.

12.2 WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING STATED HEREIN, IF EITHER PARTY BRINGS ANY ACTION AGAINST THE OTHER PARTY, WHETHER AT LAW OR EQUITY, REGARDING THE OTHER PARTY'S PERFORMANCE UNDER THIS AGREEMENT OR BRINGS ANY ACTION CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE PARTIES AGREE TO WAIVE TRIAL BY JURY.



12.3 Notices. All notices or other documents required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, hand delivered, sent by overnight air courier or certified United States mail, return receipt requested, addressed as follows:

If to Seller: Riverwalk Holdings, LTD
1132 Glade Rd
Colleyville, TX 76034
Mike Shelton
(888) 205 1831
mshelton@lpinv.net

If to Service Provider: Contrax Systems
(443) 507-5620
Jackie Wible
(443) 507-5628
jwible@contraxsystems.com

If to Buyer: Wayric Services Inc.
12030 Tralee Rd #204
Timonium MD 21093
Craig Kennedy
410-274-1123

The parties hereto may at any time change the name and addresses of persons to whom must be sent all notices or other documents required to be given under this Agreement by giving written notice to the other party.

12.4 Binding Nature of Agreement. This Agreement is and shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.

12.5 Assignment. Neither party may assign this Agreement or any of its rights in this Agreement without the other's prior written consent, except as provided in Article 9 above. However, Seller may assign its rights and obligations under the Agreement without prior approval of Buyer to (a) an entity that acquires all or substantially all of the assets or ownership of Seller; (b) a Seller affiliate; or (c) any subsidiary or affiliate or successor in a merger or acquisition of Seller of its affiliates, provided that in no event shall such assignment relieve Seller of its obligations under the agreement.



12.6 Expenses. Except as otherwise expressly provided in this Agreement, Buyer and the Seller will each bear its own out-of-pocket expenses in connection with the transaction contemplated by this Agreement.

12.7 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The parties make no representations or warranties to each other, except as contained in this Agreement or in the accompanying Exhibit or the certificates or other closing documents delivered in accordance with this Agreement. All prior representations and statements made by any party or its representatives, whether orally or in writing, are deemed to have been merged into this Agreement, except as otherwise stated in this Agreement.

12.8 Amendment. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

12.9 Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal or unenforceability, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.

12.10 Waiver. Except as required under Section 3.8, no failure of any party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

12.11 Headings. Headings are for reference only, and will not affect the interpretation or meaning of any provision of this Agreement.

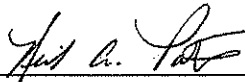
12.12 Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together will be deemed one original.

12.13 Intentionally Left Blank



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first written above.

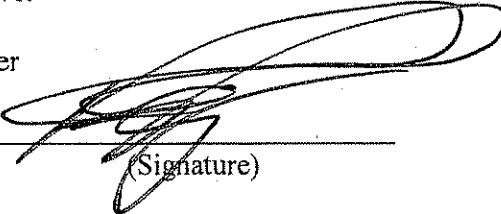
Seller

By: 
(Signature)

Name: Neil Patel

Title: CEO & Managing Partner

Buyer

By: 
(Signature)

Name: Richard P. Rieman

Title: Jr. President



EXHIBIT 1

ASSET SCHEDULE

LOT #	# OF ACCOUNTS	CURRENT BALANCE
Prov & Orch	1020	\$2,086,115.09

MEDIA DESCRIPTIONS

Media is available by request by the Buyer from the Seller. Requests are to be made via the TRAX post sale management site provided by the Service Provider, Contrax Systems. The documents for this sale may take up to 120 days to provide, at a cost of \$10.00 per sheet for the first 12 months after the Closing Date at which time the cost is increased to \$25.00 per sheet.

Media is available by request for the HSBC/Orchard Bank accounts by the Buyer from the Seller. Requests are to be made via the TRAX post sale management site provided by the Service Provider, Contrax Systems. The documents for this sale are \$20.00 per sheet.

Requests are made to Washington Mutual – Providian and are not in house at the Seller’s location. Availability and time to retrieve documentation is not guaranteed.



EXHIBIT 2

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

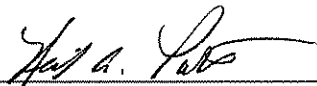
THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of March 26, 2009 between Riverwalk Holdings, LTD organized under the laws of Texas, with their principal place of business located at 1132 Glade Rd, Colleyville, TX 76034 ("Seller"), and Wayric Services, Inc. located at 12030 Tralee Rd #204, Timonium MD 21093 ("Buyer").

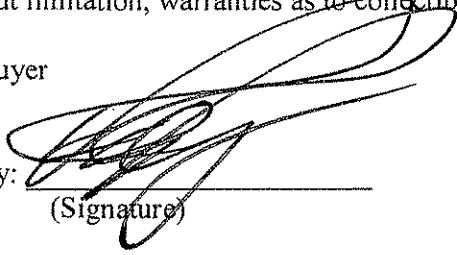
For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated March 24, 2009, between Buyer and the Sellers (the "Agreement"), the Sellers do hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Section 1.2 of the Agreement.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Seller

Buyer

By: 
(Signature)

By: 
(Signature)

Name: Neil Patel

Name: Richard P. Rieman

Title: CEO & Managing Partner

Title: Jr. President