

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of the 26 day of October, 2009 (the "Effective Date"), by and between HSBC Bank Nevada, N.A. with an office located at 1111 North Town Center Drive, Las Vegas, Nevada 89144 ("Bank") and HSBC Card Services (III) Inc. with an office located at 26525 N. Riverwoods Rd., Mettawa, IL 60045 ("HCS") (Bank and HCS collectively hereinafter referred to as "Seller") on the one part, and Portfolio Recovery Associates, LLC., a Delaware limited liability company with its principal office located at 130 Corporate Boulevard, Norfolk, VA 23502 (herein referred to as "Purchaser"), on the other part.

WHEREAS, Seller is, among other things, engaged in the business of buying and selling receivables associated with Cardholder Accounts; and

WHEREAS, Purchaser is, among other things, engaged in the business of buying and selling receivables associated with Cardholder Accounts; and

WHEREAS, Seller and Purchaser mutually desire that Purchaser purchase from Seller certain credit card accounts and receivable balances totaling approximately Sixty-Five Million Dollars (\$65,000,000) per month (all sales volumes exclude balances attributable to post charge-off interest, fees and expenses) during the term of this Agreement, outstanding under Cardholder Accounts that constitute One (1) Agency Recall Charged Off Receivables and that are to be more fully identified on each Sale File provided for each related Closing, together with all amounts that may thereafter become due under such Cardholder Accounts with respect to such balances as additional interest, late fees, rights to recover collection expenses or other charges; and including all rights of Seller to receive or benefit from payments or proceeds from credit life insurance in which such Cardholder has an interest (for each Closing referred to as the "Purchased Accounts" and "Purchased Receivables").

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged it is agreed as follows:

1. **DEFINITIONS AND TERMS.**

1.1 "Account" means a revolving credit account issued by Bank in the name of a Cardholder.

1.2 "Account Document(s)" means: Originals or copies of any application, agreement, billing statements, notice, correspondence, payment check or other documents in the Seller's possession which relates to a Purchased Receivable; provided however, Account Documents do not include any collector's comments, reports, internal analyses, attorney-client privileged documents, internal memoranda, credit



information, regulatory reports, and/or internal assessments of valuation, or any other unnamed documents relating to a Purchased Receivable, that may be, but are not necessarily missing or excluded (whether intentionally or unintentionally).

1.2 "Affiliate" means: (i) with respect to Purchaser, any Person or entity that directly or indirectly controls, is controlled by, or is under common control with Purchaser; and (ii) with respect to Seller, any Person or entity that directly or indirectly controls, is controlled by, or is under common control with Seller.

1.3 "Bill of Sale" means: The documents evidencing the sale of the Purchased Accounts and Purchased Receivables, by Seller to Purchaser in the form of the document attached hereto as Exhibit A.

1.4 "Cardholder" means: A Person in whose name a credit card has been issued.

1.5 "Cardholder Account" means: An arrangement between a Person and an Issuer which provides that the Person may use one or more credit cards issued by such Issuer.

1.6 "Closing" means: The transfer of the Purchased Accounts and Purchased Receivables from Seller to Purchaser in exchange for payment of the purchase price upon satisfaction or waiver of the conditions precedent set forth in this Agreement.

1.7 "Closing Date" means: The time of each Closing for the purchase and sale of the Purchased Accounts and Purchased Receivables sold hereunder, which shall be a date each month to be mutually agreed upon for the initial purchase and for each subsequent purchase beginning in November 2009.

1.8 "Initial Term" means: As defined in Section 25.

1.9 "Issuer" means: A Person that issues credit cards.

1.10 "One (1) Agency Recall Charged Off Accounts" means: Those Accounts which have had collection efforts by one (1) collection agency or one (1) attorney network post charge off, and charged off following one hundred and eighty (180) days of contractual delinquency.

1.11 "One (1) Agency Recall Charged Off Receivables" means: Those receivables which have had collection efforts by one (1) collection agency or one (1) attorney network post charge off, and charged off following one hundred and eighty (180) days of contractual delinquency.

1.12 "Person" means: Any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors,

administrators, legal representatives, successors and assigns of such Person as the context may require.

1.13 "Purchased Accounts" means: As defined in the Recitals.

1.14 "Purchased Receivables" means: As defined in the Recitals.

1.15 "Receivable" means a receivable under a revolving credit account issued by Bank in the name of a Cardholder.

1.16 "Renewal Term" means: As defined in Section 25.

1.17 "Sale File" means: The electronic file provided to Purchaser prior to each Closing showing the status of the One (1) Agency Recall Charged Off Receivables.

1.18 "Termination Date" means: The last Closing Date on which Seller shall sell to Purchaser One (1) Agency Recall Charged Off Receivables under this Agreement.

1.19 "Unqualified Accounts" means: As defined in Section 2.2 herein.

1.20 "Unqualified Receivables" means: As defined in Section 2.2 herein.

2. SALE AND PURCHASE OF RECEIVABLES.

2.1 Subject to the terms of this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, for the consideration herein provided, all right, title, interest and obligations of Seller in and to Purchased Accounts and Purchased Receivables. Purchaser agrees to remove from the Purchased Accounts and Purchased Receivables any Purchased Accounts and Purchased Receivables as requested by Seller and upon providing Purchaser with reasonable evidence that one of the following circumstances exists: (i) there is a suit, action or proceeding relating to any Purchased Receivable naming Seller (or an Affiliate of Seller) and which Seller determines that its interest cannot be adequately protected without owning such Receivable or (ii) Seller determines in its reasonable discretion that such Receivable was sold in error, as defined in Section 2.2. Seller will repurchase the removed Purchased Accounts and Purchased Receivables at the purchase price of such Purchased Accounts and Purchased Receivables and Purchaser shall remit to Seller any amounts collected on such Purchased Accounts and Purchased Receivables after the date Seller requests repurchase. The repurchase price shall be paid within sixty (60) days after repurchase.

2.2 The Purchased Accounts and Purchased Receivables shall not include accounts and receivables (hereinafter referred to as "Unqualified Accounts" and

"Unqualified Receivables") which, as of the applicable date of the Sale File, are classified as follows: (a) bankrupt (as determined by Banko (or other commercially available source of bankruptcy information) or a notice of bankruptcy from a trustee or court of competent jurisdiction); (b) deceased (as determined by the date of death); (c) fraud (as determined by the date the fraud charge was made); (d) settled (the settlement check was received by Seller prior to the date of the Sale File); (e) Cardholder release of liability (a Receivable for which all Cardholders were released of liability by a court of competent jurisdiction or an account for which Seller has issued an IRS Form 1099(C) Cancellation of Debt); (f) Dispute (a Receivable is the subject of a prior unresolved dispute); (g) Receivable with a pending insurance claims; (h) Receivable for which full payment was received; (i) Receivable with a balance less than \$50; or (j) Receivable that has been in a debt settlement program approved by the Seller within the last 180 days (k) For all Accounts for which the information on the Sale File indicates that the Cardholder(s) reside in North Carolina, those Accounts for which Seller cannot provide Purchaser at or after the Closing with (a) the name of the original creditor; (b) the original account number; (c) the name and address associated with the Cardholder as it existed on the books and records of the original creditor; (d) date of default and (e) either a signed application or a statement containing the last charge and/or last Cardholder payment.

2.3 Except as otherwise provided herein or in the case of a breach of the Seller's warranties, representations or covenants pursuant to this Agreement, all Purchased Accounts and Purchased Receivables sold to Purchaser under this Agreement are sold and transferred without recourse as to their enforceability, collectability or documentation. Purchaser has made such independent investigation as Purchaser deems to be warranted into the nature, enforceability, collectability and value of the Purchased Accounts and Purchased Receivables, and all other facts it deems material to such purchase, and is entering into the transactions herein provided for solely on the basis of that investigation and Purchaser's own judgment, and is not acting in reliance on any representation of, or information furnished by Seller, specifically including, but in no way limited to, that information contained in each Sale File, except as otherwise provided for herein.

2.4 Subject to this Agreement, Seller hereby confirms that Seller shall sell to Purchaser Seller's designated One (1) Agency Recall Charged Off Accounts and One (1) Agency Recall Charged Off Receivables, designated on each Sale File, and Purchaser confirms that it shall purchase such Accounts and Receivables, not to exceed Sixty-Five Million dollars (\$65,000,000.00) per month, to the extent Seller has these type of Accounts and Receivables available to sell during the term of this Agreement.

2.5 On the Sale File provided prior to each Closing Purchaser shall list for each One (1) Agency Recall Charged Off Receivable the information set forth in the file layout attached hereto as Exhibit C.

2.6 No sales under this Agreement shall occur after the Termination Date.

3. PURCHASE PRICE.

3.1 Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties and covenants of the Seller made herein, Purchaser shall pay and deliver to Seller amounts equal to 4.72 percent (the "Purchase Price Percentage") multiplied by the balance for the Purchased Accounts and Purchased Receivables as of the Charge Off date and as indicated on the Sale File, and to be purchased on a Closing Date under this Agreement each month during the term of this Agreement. The total purchase price will be set forth in a Closing Statement substantially in the form of Exhibit B, attached hereto, for each Closing.

4. REPRESENTATIONS OF HCS.

(a) HCS represents to Purchaser that as of the date of this Agreement and on each Closing Date and with respect to the Purchased Receivables subject to such Closing:

(i) HCS is a corporation validly existing and in good standing under the laws of the State of Delaware.

(ii) The execution, delivery, and performance by HCS of this Agreement have been duly authorized by all necessary corporate action on the part of HCS. HCS has full power to consummate the transactions contemplated by this Agreement. This Agreement is a valid and legally binding obligation of HCS, enforceable against it in accordance with its terms; and this Agreement does not conflict with its charter, articles of incorporation, or bylaws, or any material indenture, agreement, or undertaking by which it is bound. Neither the execution and delivery by HCS of this Agreement, the consummation by HCS of the transactions contemplated by this Agreement, nor compliance by HCS with this Agreement will conflict with or result in a breach of, or constitute a default under, any law or governmental regulation or any judgment or order binding on HCS or its properties or any agreement or instrument to which it is a party or by which it is bound. No action, suit, or proceeding against HCS before any court, administrative agency, or arbitrator is pending or threatened that individually or collectively would reasonably be expected to materially and adversely affect the Purchaser or the Purchased Receivables.

(iii) HCS will, on each Closing Date and immediately prior to such date, be the owner of all right, title and interest in and to all of the Purchased Receivables sold by it. HCS is transferring the Purchased Receivables free and clear of all assignments, liens, charges, encumbrances and other security interests.

(iv) HCS has not employed any investment banker, broker, or finder who might be entitled to a fee or commission in connection with the transactions contemplated by this Agreement.

(v) The location of the chief place of business and chief executive office for HCS is Mettawa, Illinois.

(vi) No Purchased Receivable is secured by a judgment, mortgage, or other lien on a residence.

(vii) As to the Purchased Receivables sold on a Closing Date, HCS has good and marketable title to such Purchased Receivables sold by HCS, free of all liens, encumbrances, or other interests on that Closing Date.

(viii) The Purchased Receivables were originated by HSBC Bank Nevada, N.A., or its predecessors Household Bank (SB), N.A., or Household Bank (Nevada), N.A., (each such bank is an "Originator") and either of these banks has entered into a new agreement with the Cardholder with respect to any Cardholder Account it purchased from a third party. The Purchased Receivables were originated in compliance with all applicable federal or state laws and regulations, including the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, and the Fair Credit Billing Act.

(ix) The Account associated with a One (1) Agency Recall Charged Off Receivable is governed by a "Cardmember Agreement and Disclosure Statement" or similar document.

(x) The balances being sold are One (1) Agency Recall Charged Off Receivables, each Originator has performed all of its obligations with respect to the One (1) Agency Recall Charged Off Receivables, and the Originator is not obligated to make, and the Purchaser will not be required to make, further advances or perform any other contractual obligation under the Cardholder Account with respect to the One (1) Agency Recall Charged Off Receivables.

(xi) All material information on the Sale File provided by HCS is materially accurate. The Receivables balances are true and accurate.

(xii) All contact information on the Sale File was provided to HCS or the Originator by the Cardholder.

(xiii) HCS is not bankrupt and the sale of the Purchased Receivables is not part of a plan of liquidation.

(xiv) HCS has not issued any Cardholder an IRS Form 1099(C) (Cancellation of Debt) in connection with any Receivable.

(xv) Each Receivable is a legal, valid and binding obligation of the Cardholder.

(xvi) None of the Receivables is an Unqualified Receivable.

(xvii) Each Purchased Receivable is governed by a "Cardholder Agreement and Disclosure Statement" or similar document, each of which contains an applicable law provision that provides, among other things, that the Account shall be governed by, and interpreted under, federal law and the laws of the State of Nevada applicable to contracts made and to be performed therein without reference to principles of conflict of laws.

(xviii) On average, not more than six (6) months have passed since the end of the month in which the Purchased Receivables were charged off.

(xix) Prior to the date of charge-off, HCS has not placed the Purchase Receivables for collection with more than one (1) collection agency and aggregate settlement authority has not exceeded 65% of the balance.

(xx) Since the date of charge-off, Seller has placed the Purchase Receivables for collection with either one (1) collection agency and aggregate settlement authority has not exceeded 50% of the balance or one (1) attorney network and not more than 15% of the Purchase Receivables have received this treatment. In identifying Purchased Receivables to be sent through the attorney network, Seller has not utilized any additional selection criteria other than excluding Purchased Receivables below a \$1,500.00 balance and automatically including Purchased Receivables over a \$25,000.00 balance.

(xxi) In identifying the Purchased Receivables among other receivables of Seller, Seller has utilized a random selection process that does not result in an adverse selection of Purchased Receivables.

5. REPRESENTATIONS OF BANK.

(a) Bank represents to Purchaser that as of the date of this Agreement and on each Closing Date and with respect to the Purchased Accounts subject to such Closing:

(i) Bank is a national banking organization validly existing and in good standing under the laws of the United States.

(ii) The execution, delivery, and performance by Bank of this Agreement have been duly authorized by all necessary corporate action on the part of Bank. The Bank has full power to consummate the transactions contemplated by this Agreement. This Agreement is a valid and legally binding obligation of the Bank,

enforceable against it in accordance with its terms; and this Agreement does not conflict with its charter, articles of incorporation, or bylaws, or any material indenture, agreement, or undertaking by which it is bound. Neither the execution and delivery by Bank of this Agreement, the consummation by Bank of the transactions contemplated by this Agreement, nor compliance by Bank with this Agreement will conflict with or result in a breach of, or constitute a default under, any law or governmental regulation or any judgment or order binding on Bank or its properties or any agreement or instrument to which it is a party or by which it is bound. No action, suit, or proceeding against Bank before any court, administrative agency, or arbitrator is pending or threatened that individually or collectively would reasonably be expected to materially and adversely affect the Purchaser or the Accounts.

(iii) Bank will, on each Closing Date and immediately prior to such date, be the owner of all right, title and interest in and to all of the Accounts and Account Documents associated with the Accounts sold by it. Bank is transferring the Accounts and Account Documents free and clear of all assignments, liens, charges, encumbrances and other security interests.

(iv) Bank has not employed any investment banker, broker, or finder who might be entitled to a fee or commission in connection with the transactions contemplated by this Agreement.

(v) The location of the chief place of business and chief executive office for Bank is Las Vegas, Nevada.

(vi) No Account is secured by a judgment, mortgage, or other lien on a residence.

(vii) As to the Accounts sold on a Closing Date, Bank has good and marketable title to such Accounts sold by Bank, free of all liens, encumbrances, or other interests on that Closing Date.

(viii) The Accounts were originated by Bank, or its predecessors Household Bank (SB), N.A., or Household Bank (Nevada), N.A., (each such bank is an "Originator") and either of these banks has entered into a new agreement with the Cardholder with respect to any Cardholder Account it purchased from a third party. The Accounts were originated in compliance with all applicable federal or state laws and regulations, including the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, and the Fair Credit Billing Act.

(ix) Each Account is governed by a "Cardholder Agreement and Disclosure Statement" or similar document, each of which contains an applicable law provision that provides, among other things, that the Account shall be governed by, and interpreted under, federal law and the laws of the State of Nevada applicable to contracts made and to be performed therein without reference to principles of conflict of laws.

(x) The Accounts being sold are One (1) Agency Recall Charged Off Accounts, each Originator has performed all of its obligations with respect to the One (1) Agency Recall Charged Off Accounts, and the Originator is not obligated to make, and the Purchaser will not be required to make, further advances or perform any other contractual obligation under the One (1) Agency Recall Charged Off Accounts.

(xi) The Accounts have been maintained and serviced in compliance with all applicable federal or state laws and regulations, including the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, and the Fair Credit Billing Act.

(xii) All material information on the Sale File provided by Seller is materially accurate.

(xiii) All contact information on the Sale File was provided to Bank or the Originator by the Cardholder.

(xiv) The Accounts have been randomly selected from Seller's portfolio of eligible accounts.

(xv) Bank is not bankrupt and the sale of the Accounts is not part of a plan of liquidation.

(xvi) Bank has not issued any Cardholder an IRS Form 1099(C)(Cancellation of Debt) in connection with any Account.

(xvii) Each Account is a legal, valid and binding obligation of the Cardholder.

(xviii) None of the Accounts is an Unqualified Account.

(xxiii) On average, not more than six (6) months have passed since the end of the month in which the Accounts were charged off.

(xx) Prior to the date of charge-off, Bank has not placed the Accounts for collection with more than one (1) collection agency and aggregate settlement authority has not exceeded 65% of the balance.

(xxi) Since the date of charge-off, Seller has placed the Accounts for collection with either one (1) collection agency and aggregate settlement authority has not exceeded 50% of the balance or one (1) attorney network and not more than 15% of the Accounts have received this treatment. In identifying Accounts to be sent through the attorney network, Seller has not utilized any additional selection criteria

other than excluding Accounts below a \$1,500.00 balance and automatically including Accounts over a \$25,000.00 balance.

(xxii) In identifying the Accounts among other accounts of Seller, Seller has utilized a random selection process that does not result in an adverse selection of Accounts.

6. **INDEMNIFICATION BY SELLER.** For a period of three (3) years following each Closing Date and with respect to the Purchased Account and Purchased Receivable subject to such Closing, Bank agrees to defend, indemnify and hold harmless Purchaser and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorneys fees) (i) incurred by reason of any representation or warranty made by Seller in connection with this Agreement having been untrue or incorrect in any respect when made or deemed made, or the breach by Seller of any covenant or agreement made by it herein, or by reason of any action or proceedings being instituted by any person based upon an allegation or assertion which, if true, would indicate the existence of any of the foregoing circumstances; or (ii) arising, before the Closing Date, as applicable, and relating to the Purchased Accounts and Purchased Receivables or to the actions taken by Seller's representatives, agents or predecessors-in-interest with respect thereto; provided that in no event shall Bank be obligated under this Section 6 to indemnify Purchaser against any liability, loss, cost or expense to the extent that it results from Purchaser's negligent acts or negligent or willful omissions, or the negligent acts or negligent or willful omissions of Purchaser's agents or assignees nor shall Bank be liable for any indirect or consequential damages, or lost profits. Notwithstanding anything to the contrary set forth in this Section 6, Purchaser agrees that HCS shall have no obligations with respect to the indemnification of Purchaser under this Paragraph 6 or this Agreement. Any obligations attributable to HCS, under this Paragraph 6 or this Agreement shall be payable by Bank.

The allocation between Purchaser and Bank of any amounts due in connection with any claim, suit or action involving events prior to and after a Closing Date shall be determined by the court deciding such claim, suit or action or by the parties if such claim, suit or action is settled. Bank shall obtain the prior written approval of Purchaser before entering into any settlement or claim which it defends or ceased to defend against such claim, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief or admission of liability would be imposed against Purchaser. If requested by Purchaser, Bank shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to Purchaser of a release from all liability in respect of such claim.

In case any claim is made, or any suit or action is commenced against Purchaser in respect of which indemnification may be sought by it under this Section 6, Purchaser shall promptly give Bank notice thereof and Bank shall be entitled to conduct the defense thereof at Bank's expense; provided however, Purchaser shall be entitled to participate in the defense thereof at its own expense if such claim, suit or action is related to or includes

events after the Closing Date for Purchased Accounts and Purchased Receivables. Bank may (but need not) defend or participate in the defense of any such claim, suit or action related to events after the Closing Date, but Bank shall notify Purchaser within ten (10) business days if Bank shall not desire to defend or participate in the defense of any such claim, suit or action related to events after Closing Date.

Purchaser may at any time notify Seller of its intention to settle or compromise any claims, suit or action against Purchaser which may be indemnifiable under this Section (and in the defense of which Seller has not previously elected to participate), and Purchaser may settle or compromise any such claim, suit or action unless Seller notifies Purchaser in writing (within thirty(30) days after Purchaser has given written notice of its intention to settle or compromise) that Seller intends to conduct the defense of such claim, suit or action and that Seller agrees to further indemnify and hold Purchaser harmless from any liability, loss, cost or expense to Purchaser in excess of that which Purchaser would have incurred had the settlement or compromise been effected on the terms proposed by Purchaser. Any such settlement or compromise of, or any final action which Purchaser has defended or participated in the defense of in accordance herewith, shall be deemed to have been consented to by, and shall be binding upon, Seller as fully as if Seller had assumed the defense thereof and a final judgment or decree had been entered in such suit or action, or with regard to such claim, by a court of competent jurisdiction for the amount of such settlement, compromise, judgment or decree, including without limitation court costs and reasonable attorney's fees.

Bank shall obtain the prior written approval of Purchaser before entering into any settlement of a claim which it defends or ceases to defend against such claim, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief or admission of liability would be imposed against Purchaser. Bank shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to Purchaser of a release from all liability in respect of such claim.

7. COVENANTS OF SELLER.

7.1 Seller shall remit to Purchaser all payments, which are received by Seller or Seller's agents after the applicable Closing Date within four (4) weeks of receipt. Payments made after the date of the Sale File and through the applicable Closing Date shall belong to Purchaser.

7.2 Any action by Purchaser based on Seller's breach of any covenant, representation or warranty relating to the Sale File or the quality of the One (1) Agency Recall Charged Off Receivables must be brought no later than three (3) years after each Closing Date. With respect to any other breach of a material covenant, representation or warranty, either party may bring an action for breach of contract. Purchaser hereby acknowledges and agrees that the remedies set forth in this Agreement shall constitute the sole and exclusive remedies for breach of any covenant, representation and warranty, or obligation of Seller hereunder. Purchaser hereby waives and releases any and all claims

for other remedies or damages, including but not limited to, lost profits and other consequential damages. Nothing in this Section 7.2 shall be deemed to limit Purchaser's indemnification rights under this Agreement for claims brought by a third party.

7.3 For all Purchased Accounts and Purchased Receivables sold to Purchaser, the parties may, at their own discretion, report to any credit agencies it sees fit, in compliance with their own internal policies and applicable law.

7.4 The Purchased Accounts and Purchased Receivables are sold on a servicing released basis and after the Closing Date Seller shall take no further action to collect the Purchased Accounts and Purchased Receivables.

7.5 Seller will sell on a monthly basis during the term of this Agreement One (1) Agency Recall Charged Off Accounts and One (1) Agency Charged Off Receivables having balances of approximately Sixty-Five Million Dollars (\$65,000,000) per month, unless otherwise mutually agreed. Seller shall solely determine the exact amount of Purchased Accounts and Purchased Receivables to be sold each sale.

7.6 In the event Seller decides to sell additional Accounts and Receivables (other than those that are the subject of this Agreement) similar to the Purchased Accounts and Purchased Receivables, Seller shall make Purchaser aware of such opportunity and Purchaser may thereafter elect to bid on such Receivables pursuant to the instructions of Seller.

7.7 At the request of Purchaser, Bank shall execute an affidavit in the form attached as Exhibit D, in connection with each Closing during the term of this Agreement.

8. CONDITIONS OF SALE.

8.1. The obligations of Purchaser to perform hereunder and purchase the Purchased Accounts and Purchased Receivables on each Closing Date shall be subject to the satisfaction on or before such Closing Date of the following further conditions: (i) the representations and warranties contained in Sections 4 and 5 hereof shall be true and correct in all material respects on such Closing Date; and (ii) Seller shall have performed and observed all covenants, agreements and conditions hereof to be performed or observed by it on or before such Closing Date except to the extent that a failure to observe or perform any covenant would not have a material adverse effect on the ability of Purchaser to collect on the Purchased Accounts and Purchased Receivables.

8.2. The obligations of Seller to perform hereunder and sell the Purchased Accounts and Purchased Receivables at each Closing shall be subject to the satisfaction, on or before the applicable Closing Date, of the following further conditions: (i) Purchaser shall have provided Seller with a copy of its proposed notification to Purchased Receivable obligors advising that the Purchased Accounts and Purchased Receivables have been transferred and that all payments on the Purchased Accounts and

Purchased Receivables shall thereafter be made to the Purchaser (the content of such notice shall be subject to Seller's written approval); and (ii) Purchaser's delivery of the purchase price specified in Section 3 hereof to the Seller. Notwithstanding the foregoing, Purchaser shall be permitted to make non-material changes to its notification to obligors without seeking the Seller's approval.

9. **CLOSING.** Each Closing of the sale and purchase of Purchased Accounts and Purchased Receivables shall take place on the applicable Closing Date or at the time and location as shall be mutually agreed upon by the parties hereto. At each Closing, the following shall be done:

9.1. Seller shall deliver or cause to be delivered to Purchaser such bills of sale, assignments, conveyances and other good and sufficient instruments of transfer (all of which shall be consistent with the terms set forth in this Agreement), which shall be effective to vest in Purchaser good and valid title to the Purchased Accounts and Purchased Receivables. For a period of twenty-four (24) months after each Closing Date with respect to Purchased Accounts and Purchased Receivables sold on such Closing Date, and to the extent that such documents are reasonably available, Seller shall use reasonable efforts to provide Purchaser with the Account Documents, affidavits of debt and individual bills of sale on an "as needed" basis and further with respect to requests for Account Documents related to disputes, Seller shall use reasonable efforts to provide such Account Documents within twenty (20) days of request to the extent such documents are reasonably available. During this twenty-four (24) month period, to the extent that such documents are reasonably available, Seller shall provide requested Account Documents, affidavits of debt and individual bills of sale which total up to ten percent (10%) of the number of accounts associated with the Purchased Accounts and Purchased Receivables at no charge to Purchaser. Account Documents, affidavits of debt and individual bills of sale requested for Purchased Accounts and Purchased Receivables which total more than ten percent (10%) of the Purchased Accounts and Purchased Receivables shall be provided at a cost of fifteen dollars (\$15.00) per copy upon delivery of the requested records. Seller makes no guarantees as to the availability of the Account Documents and Purchaser acknowledges that Seller shall have no liability to Purchaser for the failure to produce any such documents. After twenty-four (24) months from the Closing Date, Seller shall furnish such Account Documents to the extent they are reasonably available, at a cost of fifteen dollars (\$15.00) per copy. With respect to any amounts that become due pursuant to this Section, Seller shall, from time to time, provide Purchaser with an invoice setting forth the total amount due. Seller must receive payment from Purchaser within sixty (60) days from the date of the invoice. If payment is not received by Seller within the sixty (60) day period, a late fee equal to five percent (5%) of the amount due will be assessed.

9.2. Purchaser shall pay on the applicable Closing Date to Seller the total purchase price for the Purchased Accounts and Purchased Receivables (as set forth on Section 2 of this Agreement) by wire transfer in accordance with the wire transfer instructions which are to be delivered by Seller to Purchaser at least three (3) days prior to the applicable Closing Date.

10. PURCHASE OF UNQUALIFIED ACCOUNTS AND UNQUALIFIED RECEIVABLES. In the event that Purchaser identifies and returns to Seller, within one hundred eighty (180) days of a Closing Date, any Purchased Account and Purchased Receivable purchased on that Closing Date which was an Unqualified Account and Unqualified Receivable (as defined in Section 2.2 hereof), Seller shall repurchase the Unqualified Account and Unqualified Receivable for the purchase price of such Unqualified Account and Unqualified Receivable within sixty (60) days of its determination that such Purchased Account and Purchased Receivable is an Unqualified Account and Unqualified Receivable after such Account and Receivable is repurchased by Seller. Any payments received by Purchaser on such Unqualified Account and Unqualified Receivable will be promptly forwarded to Seller. Purchaser shall provide Seller with reasonable documentation needed by Seller to verify the status of any Unqualified Account and Unqualified Receivable.

11. REPRESENTATIONS AND COVENANTS OF PURCHASER.

11.1. Purchaser covenants and agrees not to engage in the collection of the subject Purchased Accounts and Purchased Receivables in any state in which it is not licensed to engage in such activity and where Purchaser is required by law to obtain such a license to collect the Purchased Accounts and Purchased Receivables.

11.2 Purchaser covenants and agrees on behalf of itself and its collection agencies that in the collection of all Purchased Accounts and Purchased Receivables, Purchaser and its collection agencies shall comply with all applicable state and federal debt collection laws and any other applicable state and federal laws.

11.3 Purchaser covenants and agrees that within forty-five (45) days after the Closing Date, Purchaser shall use its best efforts to notify all Cardholders who are obligors of the Purchased Accounts and Purchased Receivables, that the Purchased Accounts and Purchased Receivables have been transferred and that payments on the Purchased Accounts and Purchased Receivables shall thereafter be made to Purchaser; provided, however, Purchaser need not notify Cardholders for whom a valid address cannot be obtained. Purchaser covenants and agrees that it will not take any action that willfully, intentionally or negligently impugns or harms Seller. Purchaser will not use or refer to Seller's name for any purpose relating to any account or Purchased Receivable except that Purchaser may use Seller's name for the sole purpose of identifying Seller in telephone calls, litigation and as needed with respect to responding to regulatory matters, as the previous owner of a One (1) Agency Recall Charged Off Account and One (1) Agency Recall Charged Off Receivable sold to Purchaser. Purchaser may identify HSBC Bank Nevada, N.A. individually, or as successor to any Originator, as the prior creditor, but not as the current creditor or in any way imply that the debt is an obligation of any Originator, in written correspondence and Purchaser will provide any written correspondence using Seller's name in a different manner to Seller for prior approval, which approval may be withheld if Seller believes the use of its name will impugn or

harm Seller. Purchaser may also identify HSBC Bank Nevada, N.A. as a prior creditor or owner in pleadings or supporting documentation related to litigation.

11.4. Except as provided in Section 11.3, Purchaser covenants and agrees that it will not use the name of Seller without Seller's express written authorization.

11.5 Purchaser represents with respect to any Unqualified Account and Unqualified Receivable or other One (1) Agency Recall Charged Off Account and One (1) Agency Recall Charged Off Receivable repurchased by Seller that Purchaser has complied with all applicable state and federal laws and regulations, including the Fair Debt Collection Practices Act provided, however, that Purchaser makes no such representation where Purchaser's failure to comply is due solely to a breach of the representations and warranties made herein by Seller.

11.6 Purchaser has not, directly or indirectly, employed any broker, finder, financial advisor, or intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a brokerage, finders' or other fee or commission upon execution of this Agreement or consummation of the transactions contemplated hereby.

11.7 Purchaser agrees that it will not directly recruit, solicit or otherwise induce any employee of Seller, to become an employee of Purchaser, or to otherwise discontinue such employment relationship with Seller, or otherwise interfere with any such employment relationship with Seller during their employment or for one (1) year after their employment is terminated, whether voluntarily or involuntarily; provided, however, that nothing herein will prohibit the solicitation of employees by general advertisement or non-targeted searches.

11.8 Purchaser agrees that it will not sell any of the Purchased Accounts and Purchased Receivables from a Closing until at least twelve (12) months after such Closing unless it has obtained the prior written approval of Seller, such approval not to be unreasonably withheld. Notwithstanding the foregoing, Purchaser may sell the Accounts and Receivables to one or more of its directly or indirectly wholly owned entities or to one or more trusts established by such entities or pledge or create a security interest in the Accounts and Receivables to or for a lender as collateral for a loan.

11.9 To the extent Seller has One (1) Agency Recall Charged Off Accounts and One Agency Recall Charged off Receivables available for purchase, this Agreement is still in effect and Seller elects to sell such Accounts and Receivables, Purchaser agrees to purchase on a monthly basis during the term of this Agreement One (1) Agency Recall Charged Off Accounts and One (1) Agency Recall Charged Off Receivables having balances of approximately Sixty-Five Million Dollars (\$65,000,000) per month, unless otherwise mutually agreed. Seller shall solely determine the exact dollar amount of One (1) Agency Recall Charged Off Accounts and One (1) Agency

Recall Charged Off Receivables to be purchased by Purchaser, unless otherwise mutually agreed.

12. INDEMNIFICATION BY PURCHASER. Purchaser agrees for itself and Purchaser shall cause any subsequent Purchaser to agree to defend, indemnify, and hold harmless Seller and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorney's fees) arising after a Closing Date, and incurred by reason of any representation made by Purchaser, or any subsequent Purchaser or their representatives, agents or successors in connection with this Agreement, having been untrue or incorrect in any respect when made or deemed made, or by reason of the breach by Purchaser or any subsequent Purchaser or their representatives, agents or successors of any covenant or agreement made herein, or by reason of any collection efforts or any negligent or willful acts of Purchaser, or any subsequent Purchaser, or their representatives, agents or successors, or by reason of any action or proceeding being instituted by any person based upon an allegation or assertion which, if true, would indicate the existence of any of the foregoing circumstances.

In case any claim is made, or any suit or action is commenced against Seller in respect of which indemnification may be sought by Seller under this Section 12, Seller shall promptly give Purchaser notice thereof and Purchaser shall be entitled to conduct the defense thereof at Purchaser's expense provided, however, Seller shall be entitled to participate in the defense thereof at its own expense if such claim, suit or action is related to or includes events prior to the applicable Closing Date. Purchaser may (but need not) defend or participate in the defense of any such claim, suit or action related to events prior to the Closing Date, but Purchaser shall notify Seller within ten (10) business days if Purchaser shall not desire to defend or participate in the defense of any such claims, suit or action related to events prior to the Closing Date, in which case Purchaser shall not be liable to Seller for any expenses subsequently incurred by Seller in connection with the defense of such claim, suit or action related to events prior to the Closing Date.

Seller may at any time notify Purchaser of its intention to settle or compromise any claim, suit or action against Seller which may be indemnifiable under this Section (and in the defense of which Purchaser has not previously elected to participate), and Seller may not settle or compromise any such claim, suit or action unless Purchaser notifies Seller in writing (within thirty (30) days after Seller has given Purchaser written notice of its intention to settle or compromise) that Purchaser intends to conduct the defense of such claim, suit or action and that Purchaser agrees to further indemnify Seller and hold Seller harmless from any liability, loss, cost or expense in excess of that which Seller would have incurred had the settlement been effected on the terms proposed by Seller. Any such settlement or compromise of, or any final judgment or decree entered on or in, any claims, suit or action which Seller has defended or participated in the defense of in accordance herewith shall be binding upon, Purchaser as fully as if Purchaser has assumed the defense thereof, and a final judgment or decree had been entered in such suit or action, or with regard to such claim, by a court of competent

jurisdiction for the amount of such settlement, compromise, judgment or decree, including without limitation court costs and reasonable attorney's fees.

The allocation between Purchaser and Bank of any amounts due in connection with any claim, suit or action involving events prior to and after a Closing Date shall be determined by the court deciding such claim, suit or action or by the parties if such claim, suit or action is settled. Purchaser shall obtain the prior written approval of Seller before entering into any settlement of a claim which it defends or ceases to defend, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief or admission of liability would be imposed against Seller. Purchaser shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to Seller of a release from all liability in respect of such claim.

13. CONFIDENTIALITY. All verbal and written information Seller provides Purchaser concerning Seller's business or operations is proprietary information of Seller. Purchaser, its employees and agents will treat the information provided by Seller as strictly confidential and will not disclose the information to anyone except as may be necessary to collect the Purchased Accounts and Purchased Receivables or resell the Purchased Accounts and Purchased Receivables and except (a) as a requested or required by law or regulation or any judicial, administrative or governmental authority, (b) for disclosure to Purchaser's directors, officers, affiliates, employees, advisors, agents or rating agencies, (c) in the course of any litigation or court proceeding involving Purchaser and Seller concerning this Agreement, and (d) for disclosure of information that (i) was or becomes generally available to the public other than as a result of a disclosure by Purchaser in breach of this Section 13, (ii) was available to Purchaser on a non-confidential basis prior to its disclosure to Purchaser pursuant hereto, (iii) is obtained by Purchaser on a non-confidential basis, (iv) has been authorized by Seller to be disseminated to persons on a non-confidential basis, or (v) is independently developed by Purchaser. Purchaser will use its best efforts to ensure that its employees and agents maintain the confidentiality of such information.

All verbal and written information Purchaser provides Seller concerning Purchaser's business or operations is proprietary information of Purchaser. Seller, its employees and agents will treat the information provided by Purchaser as strictly confidential and will not disclose the information to anyone except (a) as a requested or required by law or regulation or any judicial, administrative or governmental authority, (b) for disclosure to Seller's directors, affiliates, officers, employees, advisors, agents or rating agencies, (c) in the course of any litigation or court proceeding involving Purchaser and Seller concerning this Agreement, and (d) for disclosure of information that (i) was or becomes generally available to the public other than as a result of a disclosure by Seller in breach of this Section 13, (ii) was available to Seller on a non-confidential basis prior to its disclosure to Seller pursuant hereto, (iii) is obtained by Seller on a non-confidential basis, (iv) has been authorized by Purchaser to be disseminated to persons on a non-confidential basis, or (v) is independently developed by Seller. Seller will use its

best efforts to ensure that its employees and agents maintain the confidentiality of such information.

14. **NATURE OF REPRESENTATION AND WARRANTIES.** All statements contained in this Agreement or in any Exhibit, Schedule or other document delivered pursuant to this Agreement shall be deemed representations and warranties hereunder to the party receiving delivery of same.

15. **NOTICES.** Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be delivered in person to such party or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

If to Seller: HSBC Card Services
26525 N. Riverwoods Rd.
Mettawa, IL 60045
Attn: President

with a copy to: HSBC Card Services
26525 N. Riverwoods Rd.
Mettawa, Illinois 60045
Attn: General Counsel - Card and Retail Services Law

If to Purchaser: Portfolio Recovery Associates, LLC.
130 Corporate Boulevard
Norfolk, VA 23502
Attn: Executive Vice President, Acquisitions

with a copy to: Portfolio Recovery Associates, LLC.
140 Corporate Boulevard
Norfolk, VA 23502
Attn: General Counsel

16. **SEVERABILITY.** If any provision or application thereof, of this Agreement is held unlawful or unenforceable in any respect, the parties hereto agree that such illegality or unenforceability shall not affect other provisions or allocations that can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had not been contained herein. The parties hereto agree that any court may modify the objectionable provision so as to make it valid, reasonable and enforceable and agree to be bound by the terms of such provision, as modified by the court.

17. **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by all the parties hereto.

18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

19. **HEADINGS.** The headings contained in this Agreement and in the Exhibits appended hereto are for convenience only and shall not be deemed to affect the interpretation of the provisions of this Agreement.

20. **GOVERNING LAW.** This Agreement is made pursuant to, and shall be construed under the laws of Delaware.

21. **ASSIGNMENT; DELEGATION OF DUTIES.** This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned or transferred by either party, except Purchaser may assign this Agreement in whole or in part to an Affiliate of Purchaser after notifying Seller and Seller may assign this Agreement in whole or in part to an Affiliate of Seller after notifying Purchaser; provided that any such Affiliate agrees in writing to be bound by the terms of this Agreement and that Purchaser and/or Seller, as appropriate, remain liable for the performance of the obligations of such Affiliate under this Agreement to the extent permitted by law. Seller or any Affiliate of Seller which has become a party hereto may at any time delegate any duties hereunder to an Affiliate which normally performs such credit card related services on behalf of Seller or such Affiliate. Nothing in this Section 21 shall be interpreted as limiting Purchaser's ability to pledge, assign or sell the Purchased Accounts and Purchased Receivables without the consent of Seller; provided, however, Purchaser may not assign its rights under this Agreement to any subsequent purchaser, person or entity, and in such case Seller shall have no obligation to such purchaser, person or entity under this Agreement. Notwithstanding the above, Buyer may sell, pledge or transfer 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 and assign, encumber, transfer or convey its rights under this Agreement without the prior written consent of Seller, and without requiring the transferee or pledgee of the Accounts to assume Buyer's obligations under this Agreement for the sole purpose of obtaining financing and/or issuing asset-backed securities secured by such Accounts, provided that Buyer shall give Seller notice of the sale, pledge, or transfer under this Section. In the case of any sale, pledge or transfer under this paragraph, Buyer shall remain bound to all of its obligations and limitations of remedies contained in the underlying agreements and this Agreement

22. **ENTIRE AGREEMENT.** This Agreement is intended to define the full extent of the legally enforceable undertakings of the parties hereto, and no related promise or representation, written or oral, which is not set forth explicitly in this Agreement, is intended by either party to be legally binding. This Agreement supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter of this Agreement and any such prior agreements shall terminate on

the Effective Date of this Agreement. Both parties acknowledge that in deciding to enter into this transaction they have relied on no representations, written or oral, other than those explicitly set forth in this Agreement

23. **BREACH OF AGREEMENT.** Failure of Seller or Purchaser to comply with the provisions of Section 4, 5, 7, 8, and 11 herein shall constitute a material breach of this Agreement, and Seller, at its option, may demand return of those Purchased Accounts and Purchased Receivables for which the Purchase Price was not paid.

24. **RULES OF CONSTRUCTION.**

(a) The words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits hereto, as the same may from time to time be amended or supplemented, and not to any particular section, subsection or clause contained in this Agreement. References herein to an Exhibit, Schedule, Section, subsection or clause refer to the appropriate Exhibit or Schedule to, or Section, subsection or clause in this Agreement. This Agreement shall be construed for all purposes to have been prepared and equally drafted by the Parties.

(b) Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

25. **TERM; TERMINATION; AND RENEWAL**


This Agreement shall become effective on the Effective Date and shall terminate on April 30, 2010 ("Initial Term"); provided, however, that this Agreement shall automatically renew for an additional six months ("Renewal Term"), unless terminated effective at the end of the Initial Term by Seller or Purchaser upon not less than sixty (60) days prior written notice to the other.

(signature page follows)

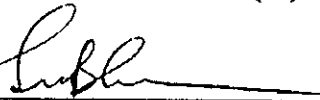
IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement on the date first above written.

SELLER:

HSBC BANK NEVADA, N.A.

By: 
Name: SUSAN B. SOLOMON
Title: SENIOR VICE PRESIDENT

HSBC CARD SERVICES (III) INC.

By: 
Name: SUSAN B. SOLOMON
Title: VICE PRESIDENT AND ASSISTANT SECRETARY

PURCHASER: PORTFOLIO RECOVERY ASSOCIATES, LLC

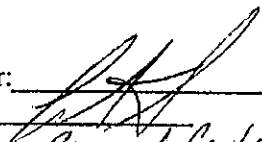
By its member: 
By: _____
Name: Craig A. Grube
Title: EVP

EXHIBIT A

ASSIGNMENT AND BILL OF SALE

HSBC Bank Nevada, N.A., (hereinafter called "Seller") has entered into a Purchase and Sale Agreement as of October _____, 2009 ("Agreement") for the sale of Accounts and Account Documents described in Paragraph 1 thereof to Portfolio Recovery Associates, LLC., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement and in Exhibit A attached hereto.

Purchaser and Seller agree that the Purchase Price shall be as stated in Paragraph 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the _____ day of _____, 200__.

HSBC Bank Nevada, N.A.

EXHIBIT A (Continued)

ASSIGNMENT AND BILL OF SALE

HSBC Card Services (III) Inc. (hereinafter called "Seller") has entered into a Purchase and Sale Agreement as of October ____, 2009 ("Agreement") for the sale of One (1) Agency Recall Charged Off Receivables described in Paragraph 1 thereof to Portfolio Recovery Associates, LLC., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the One (1) Agency Recall Charged Off Receivables described in the Agreement and in Exhibit A attached hereto.

Purchaser and Seller agree that the Purchase Price shall be as stated in Paragraph 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the ____ day of _____, 200__.

HSBC Card Services (III) Inc.

EXHIBIT B

**CLOSING STATEMENT
HSBC BANK NEVADA, NA,
HSBC CARD SERVICES (III) INC.**

Receivable Amount: \$ _____
Purchase Rate 4.72%
Purchase Price: \$ _____
Closing Date: _____, 200

- A. On the Closing Date, Purchaser shall pay to Seller, by wire transfer or otherwise immediately available funds, the amount of \$_____ (may be adjusted for putbacks) .
- B. Seller agrees to transfer the entire amount of _____ Accounts, as set forth in Exhibit A, to Purchaser on the Closing Date.

Funds must be wired as follows:

HSBC Bank Nevada	HSBC Bank USA
ABA Routing Number	021001088
Beneficiary	HRS Remittance
Credit Bank Account Number	001842862

All funds must be wire transferred.

EXHIBIT C

PURCHASE FILE LAYOUT

ACCTNUM	/* RECEIVABLE NUMBER
NAME1	/* PRIMARY CARDHOLDER NAME
NAME2	/* SECONDARY CARDHOLDER NAME
ADDRESS1	/* ADDRESS LINE 1
ADDRESS2	/* ADDRESS LINE 2
CITY	/* CITY
STATE	/* STATE
ZIP	/* ZIP CODE
SSN	/* PRIMARY CARDHOLDER SSN
HMPHONE1	/* PRIM CH HOME PHONE
WKPHONE1	/* PRIM CH WORK PHONE
HMPH2	/* SEC CH HOME PHONE
WKPH2	/* SEC CH WORK PH
PAY_AMT	/* LAST PAYMENT AMOUNT
LPDATE	/* LAST PAYMENT DATE
OPENDATE	/* RECEIVABLE OPEN DATE
SSN2	/* SEC CH SOCIAL SECURTY NUMBER
LPURCH	/*LAST PURCHASE AMOUNT
LPURCHDT	/* LAST PURCHASE DATE
BLK1	/* INTERNAL BLOCK CODE 1
BLKDATE	/* BLOCK CODE 1 DATE
BLK2	/* INTERNAL BLOCK CODE 2
USERCODE	/* INTERNAL USER CODE
BALANCE	/* CURRENT BALANCE
CYCLE	/* CYCLE DAY
OWNFLAG	/* OWNERSHIP FLAG
DELASOF	/* DAYS DELIQ AS OF DATE
DAYSDEL	/* # OF DAYS DELIQUENT
DT1STDEL	/* DATE RECEIVABLE 1ST WENT DELIQ
PORTFOLO	/* PORTFOLIO INDICATOR
DATE OF BIRTH	/*DATE OF BIRTH (IF AVAILABLE)
CHGOFF AMT	/*ORIGINAL CHARGE OFF AMOUNT

Exhibit D

AFFIDAVIT OF SALE OF ACCOUNTS BY ORIGINAL CREDITOR

State of Nevada, County of Clark

_____, being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the _____ (title) of _____ (creditor). In that position, I am a custodian of the creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about _____ (date), _____ (creditor) sold a pool of charged-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to _____ (debt buyer). As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of _____ (creditor).

I am not aware of any errors in these Accounts. The above statements are true to the best of my knowledge.

Signed this _____ day of _____, 20__.

(Notary Stamp)