

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made _____, by and between Global Acceptance Credit Company, LP, 5850 West Interstate 20, Suite 100, Arlington, Texas 76017, on behalf of itself and all of its affiliates (hereinafter referred to as "**Seller**"), and _____ (hereinafter referred to as "**Buyer**").

1. In consideration of \$ _____ with considerations to be made by cashier's check or by wire transfer, the Seller hereby sells, assigns, transfers and conveys to Buyer without recourse, warranty, either expressed or implied, or liability except as herein expressly set forth, all those installment sale contracts, credit agreements, invoices, indebtedness, loans, or other obligations and any instruments securing same (hereinafter referred to as "Receivables") which are listed in Schedule A attached hereto and made a part hereof. The above purchase shall include transfer to Buyer of copies of all physical records and files in Global Acceptance Credit Company, LP's possession relating to said Receivables.
2. With respect to the above Receivables, the Seller warrants that in reliance upon documents and information furnished to it by Issuer and to the best of the Seller's knowledge and belief:
 - a. It has complied, to the best of its knowledge and belief, with applicable federal, state and local laws, and regulations relating to the making and collection of the Receivables, up to the date of the relevant sale.
 - b. It owns good and marketable title to all of the Receivables, free and clear of all liens and pledges.
 - c. It has full power and authority to sell, assign, transfer and convey the Receivables to the Buyer, and all other necessary proceedings on the part of the Seller have been duly taken to authorize the sale.
 - d. All of the Receivables were made for valuable consideration and are now legally enforceable obligations of the respective persons shown as indebted thereon, except as may be limited by statutes of limitations, bankruptcy, insolvency, moratorium, receivership, conservatorship, reorganization or similar laws affecting the rights of creditors generally or equitable principles limiting the right to obtain specific performance or other similar relief.
 - e. The persons shown as indebted on the Receivables have not initiated any lawsuits against Seller, and such persons have no legally enforceable rights to set-off, counterclaim, cancellation, or legally enforceable claim that the Receivables suffer from lack of consideration, forgery or alteration of such

person's signature, except as may be disclosed or contained in the relevant file or documents.

- f. **The amounts shown on the hard copy and computer files to be owing and unpaid on the respective Receivables represent the amount that was represented to Seller by Issuer to be due.** Upon written request to Seller by Buyer, and in accordance with guidelines on Exhibit A, Seller agrees to repurchase all accounts that, prior to the date of this Agreement, are i) bankrupt Chapter 7 or Chapter 13 filed or discharged Receivables where all accountholders have filed, ii) Receivables where all accountholders are deceased, iii) originated by fraud, and iv) paid prior or settled Receivables. Buyer will have **ninety (90) days** from the date of this Agreement to deliver to Seller these accounts and supporting documentation as described in Exhibit B. Seller will repurchase those qualified accounts for the same percentage of the net outstanding balance that Buyer paid for such Receivables, unless such condition was known by or disclosed to Buyer.
 - g. There are no judgments against Seller, which could become a lien against the Receivables.
 - h. Seller has not issued 1099C's on any of the Receivables.
3. Seller agrees that if, as to any of the Receivables, any of its warranties herein are breached or any claim or defense exists against Buyer arising out of a breach of any warranty herein, Seller will repurchase such Receivables on written demand with proof of the breach for the same percentage of the net outstanding balance that Buyer paid for such Receivables. Such repurchase shall be Buyer's exclusive remedy for any such breach.
 4. Buyer shall not assume or incur liability for any debt, other obligation of Seller, other than as herein provided.
 5. Within thirty (30) days of the effective date of this Agreement, Buyer will make best efforts to notify debtors who are obligated on the Receivables that it has purchased such Receivables and that all payments thereon shall be made to the Buyer and all legal and other action respecting the Receivables shall be taken by Buyer in its own name and not the name of Seller nor Issuer.
 6. Seller hereby constitutes and appoints Buyer the true and lawful special attorney-in-fact of Seller in the name and stead of Seller, on behalf of and for the benefit of Buyer, to endorse the name of the Seller without recourse upon all checks, drafts, notes, powers and other forms of exchange received as payment on any of the affected Receivables.
 7. Seller further agrees that any payments received by the Seller, or any of Seller's agents, on said Receivables after the effective data of this Agreement shall be turned over and delivered to Buyer at the time of the consummation of this Agreement. If the Seller

receives such payments after this Agreement is consummated, Seller shall turn them over to Buyer **within 30 business days**.

8. The purchase and sale contemplated by this Agreement may be subject to the approval of certain regulatory authorities and/or the original creditor, and if so the parties agree to obtain such approval prior to the date of closing; otherwise, this Agreement shall be void at the other party's sole option.
9. This agreement and any disputes arising under or as a result of the negotiation or execution of this agreement shall be governed by and its provisions construed under the laws of the state of Texas, and Federal laws where applicable. Any disputes between the parties, of any kind or nature, shall be determined in the state or federal courts of Tarrant County, Texas and the parties do consent to personal jurisdiction of such courts. In any litigation between the parties to this agreement, the maximum recovery to the prevailing party shall be limited to the consideration given by that party under this contract, together with the prevailing party's reasonable and necessary attorney's fees. In no event shall Seller be obligated to return any funds to Buyer unless Seller receives from Buyer all physical and electronic receivables to which such funds is attributable together with any sums collected by Buyer on such receivables.
10. Buyer represents and warrants to Seller that:
 - a. It is a sophisticated investor and its bid for and decision to purchase the Account Package(s) pursuant to this Agreement is and was based upon Buyer's own independent evaluation of the information made available by Seller to Buyer, and Buyer's independent evaluation of each Account Package(s). Buyer has relied solely on its own investigation and not on any oral or written information provided by Seller or its personnel or agents other than information in the Account Package(s), the representations and warranties set out in Item #2 of this Agreement, and any schedules or exhibits attached. Buyer acknowledges that no employee or representatives of Seller has been authorized to make, and the Buyer has not relied upon, any statements other than those specifically contained in this Agreement, or in any Account Package(s).
 - b. It is qualified to transact business and duly licensed in all jurisdictions where necessary to purchase, hold, collect or enforce the Receivable or any amounts due thereon.
 - c. It has full power and authority to purchase the Receivables from Seller and that all necessary proceedings on its part have been dually taken to authorize this purchase.
 - d. It will make best efforts to comply with all applicable laws, rules, regulations, ordinances and judgments relating to or in any way affecting the purchase of the Receivables by Buyer, the ownership thereof by Buyer or the collection or enforcement thereof by Buyer.

- e. Buyer agrees to comply with contract terms agreed to by Seller in purchase/sale agreement between _____ and Seller attached as Exhibit D, as if Buyer were original signatory.
- f. This sale agreement **does/does not** require original creditor approval to resell, assign or otherwise transfer the accounts to a third party. Buyer agrees that if Buyer chooses to resell, assign or otherwise transfer the accounts to a third party that Buyer will obtain approval from Seller. Buyer acknowledges (i) that Seller is contractually obligated to request approval from original creditor, and (ii) acknowledges that Seller cannot, with certainty, guarantee that any third party will be approved by original creditor.
- g. It will comply with all applicable laws, rules, regulations, ordinances and judgments relating to or in any way affecting its collection procedures.
- h. It acknowledges that the Assets, the Asset Documents, and the Collateral, if any, may have limited or no liquidity. Also, the Buyer has the financial wherewithal to own the Assets for the indefinite period of time and the bear the economic risk of an outright purchase of the Assets and a total loss of the Purchase Price for the Assets. Buyer acknowledges that the Assets may be Unenforceable Assets.
- i. Except as provided in paragraph 5 hereof, the relationship of the parties is solely that of seller and buyer and Buyer shall have no authority or capacity otherwise to bind or commit Seller to any act, obligation or liability, nor shall Buyer have any authority to bind Seller contractually.
- j. Buyer will indemnify and hold Seller harmless from any and all claims, demands, actions, causes of actions, suits, judgments, actual or punitive damages, statutory penalties, costs, fees and expenses arising from or in any way connected with Buyer's attempt(s) to collect on any Receivable or concerning the failure of Buyer to keep or comply with any term, condition, representation, warranty or agreement contained herein or the incorrectness or falsity of any representation or warranty, which is or becomes untrue in any material respect. The Seller will extend all of its rights to indemnification against the original creditor and/or prior owners of these receivables. The Seller agrees that the Buyer will have no responsibility and will be fully indemnified for all losses, judgments, damage, expenses, and/or other costs (including all fees and cost of legal counsel), for any acts or claims created by Seller.
- k. The parties will negotiate in good faith in an effort to resolve any dispute. Any controversy concerning this Agreement, which the parties cannot resolve within thirty days, will first be directed to mediation in Tarrant County, Texas or any private mediator upon whom the parties agree with all

expenses being shared equally by the parties. The mediation shall be conducted pursuant to the rules of the Texas Alternative Dispute Resolution Procedure Act (the "Act") and Chapter 154 of the Texas Civil Practice and Remedies Code (the "Code"). In the event the dispute is still not resolved through mediation then the dispute shall be settled by a mini-trial in State Court in Tarrant, Texas pursuant to the Act and the Code. Buyer waives right to trial by jury. The mini-trial shall be conducted as described in Section 154.024 of the Texas Civil Practice & Remedies Code and the parties shall select an impartial third party to conduct the mini-trial or, if the parties cannot agree, the third party shall be selected by and be a member of the Judicial Arbitration and Mediation Services. The parties agree that the award in the mini-trial shall be binding and may be reduced to judgment by any Tarrant County, Texas District Court and enforced as in the case of any other judgments.

- l. Buyer agrees to make a good faith effort to collect the outstanding balance due from the debtor prior to commencing any litigation proceedings.
 - m. The Buyer acknowledges Seller was not the original credit grantor for the accounts, and may not have in its possession account documents that may be requested by the Buyer. Buyer further acknowledges that the failure of Seller to provide any account document requested by Buyer will not be a breach of this agreement. However, where additional media does exist, Buyer may request media for **\$15.00** per document until _____ . If media is not available, affidavits can be requested for **\$10.00** each.
 - n. The Buyer agrees that it will comply with the requirements of the Gramm-Leach-Bliley legislation and any subsequent interpretations or regulations relating to the legislation. This legislation addresses the sharing of non-public personal information concerning credit consumers. It is the policy of Global Acceptance Credit Company, LP to not share such information in ways prohibited by Gramm-Leach-Bliley, and it is a condition of this sale that you protect such information from unauthorized or improper disclosure.
11. This Agreement represents the entire agreement between the parties. There are no promises, inducements, represents, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the Receivables, or the rights and obligations of the parties hereto.

12. This Agreement will be effective upon receipt by Global Acceptance Credit Company, LP of a wire transfer (wiring instructions attached as Exhibit C), Cashier's Check, or Money Order for the full amount of the purchase.

ANY SCHEDULES OR EXHIBITS ATTACHED HERE TO BECOME A PART OF AND ARE INCORPORATED INTO THIS AGREEMENT.

Global Acceptance Credit Company, LP

By:

By: GAC GP, LLC
Its General Partner
Mike Varrichio
President / CEO

Date: _____

Schedule A

Global Acceptance Credit Company
5850 West Interstate 20, Suite 100
Arlington, Texas 76017

Closing Statement and Invoice

Portfolio Invoice: \$XXX,XXX.xx

Original Creditor:

Number of Accounts:

Basis:

Outstanding Balance: \$XX,XXX,XXX.xx

On or before the Closing Date, Purchaser shall pay to Seller by check or by wire transfer or otherwise immediately available funds, the amount of

Seller:

Buyer:

Global Acceptance Credit Company, LP

By: _____

By: GAC GP, LLC
Its General Partner
Mike Varrichio
President / CEO

Date: _____

Exhibit A

Recourse Procedures

- I. All accounts submitted for recourse must meet qualifications as outlined in Exhibit B.
- II. Buyer agrees to provide verification of Bankruptcy, Deceased, Fraud and Settled Prior as outlined in Exhibit B.
- III. Buyer agrees to forward to Seller all files and documentation on qualifying recourse accounts as outlined in Exhibit B, no more than once monthly, at Buyers expense via the United States Postal Service or Overnight Mail Service to:

Global Acceptance Credit Company
5850 West Interstate 20
Suite 100
Arlington, Texas 76017

- IV. Seller agrees to refund qualifying recourse accounts with the amount equal to the purchase price of that particular account or accounts qualifying for recourse as outlined in Exhibit B.
- V. Buyer must submit to Seller all qualifying recourse accounts on or before _____ . After that date no accounts will be accepted for recourse.
- VI. Buyer will appoint one of its employees to be the recourse liaison between Buyer and Seller, and Seller will appoint one of its employees as recourse liaison between Buyer and Seller for all recourse accounts.

Exhibit B

Recourse Qualifications

Bankruptcy

1. Accountholder(s) must have filed prior to the effective date of this Agreement.
2. If there are two or more Accountholders on the same account, all Accountholders must have filed.
3. Bankruptcy filing must be verified by providing proof of the filing or following information necessary to verify the filing.
 - a. Attorney Name
 - b. Attorney Phone Number
 - c. Case Number
 - d. Filing Date

Deceased

1. Accountholder(s) must have been deceased prior to the date of this Agreement.
2. If there are two or more Accountholders on the same account or the Accountholder is in a non-community property state, all Accountholders must be deceased.

PAID IN FULL / SETTLED IN FULL

Verification must be provided.

Forgery / Fraud

Verification must be provided by police report or fraud/forgery affidavit.