

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement") is entered into this 26th day of March, 2010 by and between GCFS, Inc., DBA Greater California Financial Services, a California corporation, with its principal office located in Paso Robles, California, (collectively "Buyer" or "Purchaser"), and CashCall, Inc., ("Seller"), a corporation having its principal offices in Anaheim, California.

### RECITALS

**WHEREAS**, Seller desires to sell the Loan(s) (as defined herein);

**WHEREAS**, Buyer has reviewed and independently evaluated each Loan and the Loan Documents (as defined herein) in connection therewith, to Buyer's full and complete satisfaction.

**WHEREAS**, Buyer desires to purchase the Loan(s) and certain interests in connection therewith, for the consideration and under the express terms, provisions, conditions and limitations as set forth herein; and;

**WHEREAS**, Seller is willing, subject to the express terms, provisions, conditions, limitations, waivers and disclaimers as may be expressly set forth in this Agreement, to sell, transfer and assign to Buyer all of the Seller's right, title and interest in to and under the Loan(s);

**NOW, THEREFORE**, in consideration of the mutual promises herein set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

FOR THE PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE MEANING INDICATED:

**"Agreement"** means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto.

**"Closing Date"** means March 26, 2010, that date upon which this Agreement is fully executed by the parties and Buyer has made and Seller has received payment in full for the Loans purchased.

**"Cut-Off Date"** means March 26, 2010, provided that Seller has received payment in full on or by this date, and if not, the Cut-Off Date shall be that date upon which Seller has received payment in full.

**"Loan Documents"** means, with respect to each Loan included on the Loan Schedule, any and all of the documents necessary to prove a said loan is legally enforceable as defined by each specific State's collection laws on all loans owed to Seller. Accounts that are confirmed unenforceable may qualify as a "putback" and Seller will reimburse the Buyer within thirty (30) days of receipt of information as described below.

**"Loan File"** means, with respect to each Loan included on the Loan Schedule, all documents and any other material including file binders (excluding the Loan Documents) in the possession of Seller pertaining to any Loan, and maintained as its primary source of information on such Loan, if any.

**"Loan Note"** means a promissory note that evidences, in whole or in part, a loan.

**"Loan Package"** means the following for each Loan included on the Loan Schedule; (a) the Loan itself, (b) the Loan Documents and Loan File; (c) all rights, powers, liens and security interests in or under any collateral documentation, if any (d) any judgments pertaining to a Loan and any lien arising there from; and (e) all right, title and interest of Seller in any claims with respect to the Loan or the collateral therefore, forming the subject matter of any litigation or bankruptcy to which Seller is a party, but not including any rights, causes of action or defenses peculiar to Seller under any federal or state statute or rule of law.

**"Loan Schedule"** means the Loan Schedule including Detailed Asset Listing attached as Exhibit "A" hereto, setting forth the following information at a minimum concerning each Loan: the loan number, if any, of Seller, the name of Obligor, the current principal balance, and the date as of which the current principal balance was calculated.

**"Obligor"** means the current and unreleased obligor(s) on the Loan Note or on the other evidence of indebtedness.

**"Purchase Price"** means the amount to be paid by Buyer to purchase the Loan Package, as determined in the Excel Spreadsheet sale file marked "Principal Balance".

**"Purchase Price Percentage"** means a fraction, the numerator of which is the amount of Buyer's payment for Loans, and the denominator of which is the total of principal balances outstanding, as defined on the Excel spreadsheet sale file identified as "principal balance" on all loans purchased by Buyer.

**"Transfer Date"** means the date upon which Seller transfers and delivers the Transfer Documents to Buyer at Buyer's expense; Transfer Date shall be no more than one business day after the Closing Date. Seller and Buyer agree to complete a sales transaction on March 26, 2010, which includes no more than [REDACTED] accounts with an aggregate balance of [REDACTED] which equals a purchase price of [REDACTED] as of the closing date.

**"Transfer Documents"** means all documents that are required to be delivered on the Transfer Date by Seller or the Buyer pursuant to Sections 2.2 and 3.1 below.


**"Wire Transfer Instructions"** means the instructions for wire transferring any portion of the Purchase Price to Seller as set forth in Exhibit "D" attached hereto.

ARTICLE II  
PURCHASE AND SALE OF THE LOANS

**Section 2.1 Agreement to Sell and Purchase Loan Package** Seller agrees to sell and Buyer agrees to purchase, the Loan Packages for the Loans included on the Loan Schedule, and as set forth as the specific portfolio listed as Appendix 1, subject to the terms, provisions, conditions, limitations, waivers and disclaimers set forth in this Agreement. The Loan Package shall be transferred pursuant to the Bill of Sale and Assignment.

**Section 2.2 Agreement to Assign/Buyer's Right to Act** On the Transfer Date(s), Seller shall deliver to Buyer a Bill of Sale and Assignment (in the form of Exhibit "B" hereto) executed by an authorized representative of Seller, which Bill of Sale and Assignment shall sell, transfer and assign to Buyer all right, title and interest of Seller in and to (i) the Loan Package information and (ii) the proceeds of the Loan(s) received by Seller after the Cut-Off Date, if any. The Loan Schedule shall be attached as an exhibit to the Bill of Sale and Assignment, identifying the Loans conveyed to the Buyer. Buyer shall have no right to take any action with respect to the Loans or any Obligor until the Purchase Price has been paid in full.

**Section 2.3 Detailed Asset Listing**. Seller has provided as Exhibit "A" hereto a Detailed Asset Listing setting forth the Loans which Buyer has agreed to purchase and Buyer acknowledges that it has reviewed same to its full satisfaction.

**Section 2.4 Purchase Price/Payment** The Purchase Price for the Loans shall be  percent of the face value of the Loans portfolio purchased on March 26, 2010. Buyer shall pay to Seller the Purchase Price as follows: On or before the initial Closing Date, Buyer shall execute this Agreement and return it to Seller for execution along with payment in full of the Purchase Price. Such funds must be immediately available funds in United States Dollars by wire transfer in accordance with the Wire transfer instructions, set forth in Exhibit "D", or by certified or cashier's check (without

intervening endorsement) made payable to Seller. This will be completed on or before the Closing Date. Upon receipt of the Purchase Price in full, Seller shall transfer the Loans, Bill of Sale and Transfer documents as set forth in Article III, below.

**Section 2.5 Payments Received – No Adjustments to Purchase Price** If Seller receives any payments or other consideration distributed or paid by or on behalf of an Obligor prior to the Cut-Off Date, Seller shall be entitled to accept and keep such payments or other consideration and Buyer shall not be entitled to any credit, discount, refund or reimbursement by Seller of the Purchase Price, unless the book principal shown on the Loan Schedule upon which Buyer's bid was based failed to properly reflect such payments. If Seller shall receive any payments or other consideration distributed or paid by an Obligor with respect to the Loan after the Cut-Off Date, Seller shall pay over and/or deliver such payments or other consideration to Buyer within thirty (30) days from receipt of payment and, if deemed necessary or appropriate by Seller, with an endorsement in the form substantially as follows: "Pay to the order of Greater California Financial Services without representation, express or implied, of any type, kind, character or nature and without recourse". Seller may indicate on the record related to the Loan the date of receipt and amount of any payments.

**Section 2.6 Brokerage Fees** Seller and Buyer acknowledge that this Purchase and Sale Agreement is not subject to any brokerage, intermediary or introductory fee agreements with third parties.

## ARTICLE III

### TRANSFER OF LOAN FILES AND COLLATERAL DOCUMENTS

**Section 3.1 Assignment of Loan Packages** On the Transfer Date, at such place as may be reasonably designated by Seller, Seller shall execute and deliver to Buyer the Bill of Sale and Assignment and such other documents as are necessary, proper or appropriate for the legal transfer of its right, title and interest in and to the Loan Package (collectively, the "Transfer Documents"). The responsibility and cost of preparing and executing the Bill of Sale Assignment, and such assignments or such other documents that are necessary, proper and appropriate, shall be borne by the Buyer. Upon delivery of the Transfer Documents to the Buyer, the Buyer at its sole cost and expense shall undertake on its behalf to file or record such Transfer Documents as it deems necessary.

**Section 3.2 Delivery of Documents** On the Transfer Date, the Seller shall make available to Buyer and, agrees to ship at Buyer's expense (i) the Transfer Documents including, without limitation, the Bill of Sale and Assignment; and (ii) the Loan Schedule via diskette or electronic media. Loan Documents in Seller's possession which shall be an amount equal to, but not less than 98% of the number of loans purchased shall be transferred to Buyer on or before the Closing Date in a form acceptable to Buyer.

**Section 3.3 Affidavits of Claims** For individual account transfer, affidavits of claims shall be prepared by buyer, delivered to seller, signed by an authorized employee of CashCall, Inc., notarized and returned to buyer within thirty days of each request. Affidavits shall be similar to Exhibit F (Attached) and shall be provided on-going as needed by buyer. Buyer agrees to pay to seller the sum of \$5.00 for each affidavit.

**ARTICLE IV**  
**RELEASE OF SERVICING OF THE LOANS**

**Section 4.1 Servicing** The Loans shall be sold and conveyed to the Buyer on a "servicing released" basis. As of the Transfer Date, all rights, obligations, liabilities and responsibilities with respect to the servicing of the Loans shall pass to Buyer, and Seller shall be discharged from all liabilities. Buyer will take no action to enforce or otherwise service or manage any Loan until the Transfer Date. Buyer shall be responsible for complying with all state and federal laws, if any, with respect to the ownership, collection and/or servicing of the Loans from and after the Transfer Date.

**Section 4.2 Credit Reporting** In furtherance of this agreement, Seller agrees to report to (or cause to be removed) each of the credit bureaus it uses that the loans have been sold to Purchaser to the extent that each bureau provides such reporting. Purchaser agrees not to refer an Obligor whose loan is the subject of the Agreement to Seller originator but to handle any inquiries directly with Obligor. Furthermore, Purchaser and or any of its assigns shall not contact originator at any time, but shall handle any and all inquiries with Obligor directly.

**ARTICLE V**  
**CONDITIONAL RETENTION BY THE SELLER PRIOR TO TRANSFER DATE**

**Section 5.1 Seller's Right to Retain Loan Prior to Transfer Date** If, prior to the Transfer date, Seller determines, in its sole discretion, that any of the following circumstances (a) through (c) exist with respect to any loan, then Seller shall have the right to withdraw said Loan from the Detailed Asset Listing (Exhibit "A") and retain any such Loan upon written notice to Buyer. If Seller retains a Loan under this sub-section, Seller shall be obligated to credit pro rata or replace said account with a like-kind account in a timely manner, at Seller's option.

- a) Seller determines that Seller does not own or control the Loan in its entirety; or
- b) Seller determines that there is a suit, action, arbitration, bankruptcy proceeding or other legal proceeding or governmental investigation, pending or threatened, which could affect the Loan, Obligor, or Collateral for such Loan or Seller's interest therein in a manner unacceptable to the Seller; or
- c) Seller determines that the Loan is inextricably related to any asset, claim or right of action retained by Seller and not expressly transferred to Buyer pursuant to this Agreement.

**Section 5.2 Seller's Requirement to Repurchase After Transfer Date** Seller shall not be required to repurchase any Loan from Buyer for any reason other than the failure of Seller's warranties contained herein. This sale is made only with the representations and warranties that the balances set forth in Exhibit "A" and reflected as the principal balance of the Loans purchased hereunder represent an accurate accounting of the actual outstanding balances as of the Cut-Off Date, and that Seller owns the Loan. In the event that both parties agree that a balance sold to Buyer has either been settled-in-full, paid-in-full, has filed for bankruptcy, is the subject of verifiable claim of identity theft (in which the Obligor has filed a police report and affidavit of identity theft), or obligor is deceased, or the loan is unenforceable, as determined by each states consumer collection laws, prior to the Cut-Off Date, then, upon written notice by Buyer to Seller, along with return of physical files and supporting documentation to Seller, Seller shall be obligated to repurchase such account. Seller shall not be obligated to repurchase accounts following the transfer for any other reasons except those stated in the preceding sentence. Notwithstanding the foregoing, if it is agreed that Seller does not own or control the Loan in its entirety prior to the Cut-Off Date, Seller shall be obligated to repurchase such Loan. Seller shall be responsible to perform on its repurchase obligations for one hundred eighty days (180) after the Closing Date, through and including, after which time Seller will have no further obligations to do so. For purposes of this Agreement, "repurchase" shall mean repurchase in cash at the pro rata rate (section 5.3, below), within 30 days.



**Section 5.3 Repurchase Price After Transfer Date** Seller shall repurchase any repurchase account (Pursuant to Section 5.2) or any Account otherwise described in the Agreement, which has not been fully paid off or released by Buyer, by paying to Buyer the price of file at time of acquisition [REDACTED] of the Unpaid Balance of the Account (regardless of the "collectability" of the Account or any other claim that Buyer may have that Buyer could receive from the Accountholder more than said replacement price). This price shall be reduced by any money or thing of value received by Buyer prior to notice of Seller's election to repurchase. Buyer shall, no later than upon receipt of the refund, endorse and/or re-assign the repurchased Account to Seller and promptly deliver to Seller the repurchased Account, together with all related Account Documents.

**Section 5.4 Pro Rata Credit Formula** The credit for any account pursuant to Sections 5.1, 5.2 and 5.3 shall be at a price equal to the sum of the Purchase Price Percentage multiplied by the principal account balance on the Loan repurchased.

## ARTICLE VI

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

The Buyer hereby represents warrants and covenants, as of the date hereof and as of the Transfer Date that:

**Section 6.1 Independent Evaluation** Buyer is a sophisticated investor and its bid for and decision to purchase the Loan Package pursuant to this Agreement is and was based upon the Buyer's own independent evaluation of the information made available by Seller to all potential bidders for the Loans.

**Section 6.2 Authorization** Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and by laws to which it may be subject and that the undersigned representative is authorized to

act on behalf of and bind Buyer to the terms of this Agreement. In addition, Buyer has obtained all necessary licenses and delivered all notifications required to purchase and service the Loans. In addition, Buyer shall deliver all legally required notices to Obligor prior to attempting collection pursuant to all applicable laws.

**Section 6.3 Binding Obligations** Assuming due authorization, execution and delivery by Seller, this Agreement and all of the obligations of Buyer hereunder are the legal, valid and binding obligations of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

**Section 6.4 No Breach or Default** The execution and delivery of this Agreement and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or conflict with or result in a breach of or 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.

**Section 6.5 Due Diligence** Buyer has been urged, invited and directed to conduct such diligence review and analysis of the Loan Documents, Loan Files and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record keeping offices and as the Buyer deemed necessary, proper or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the loans.

**Section 6.6 Identity** Buyer is a "United States person" within the meaning of Paragraph 7701 (a)(30) of the Internal Revenue Code of 1986, as amended.

**Section 6.7 Compliance With All Laws** Buyer hereby represents and warrants that it will service the loans in compliance with all applicable laws and regulations.

**Section 6.8 Confidentiality** Buyer will keep confidential and will not, without the Seller's written consent, which will not be unreasonably withheld, divulge, disclose or disseminate information pertaining to this transaction except to those entities, persons, regulators, or agencies who have a bona fide legal right to receive such information.

## ARTICLE VII

### REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER

**Section 7.1 Authorization** Seller is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and by laws to which it may be subject and that the undersigned representative is authorized to act on behalf of and bind Seller to the terms of this Agreement.

**Section 7.2 Binding Obligations** Assuming due authorization, execution and delivery by Buyer, this Agreement and all of the obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Agreement, except such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or a law).

**Section 7.3 No Breach of Default** The execution and delivery of this Agreement and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or conflict with or result in a breach of or 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 or Seller.

**Section 7.4 No Collusion** Neither the Seller nor any of its officers, partners, agents, representatives, employees or parties in interest (i) has in any way colluded, conspired, connived or agreed directly or indirectly with any other potential purchaser or broker in such a manner so as to deceive Buyer in its purchase of the loans, or (ii) has, in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other purchaser or broker, firm or person to fix the price or prices,

or to fix any overhead, profit or cost element of the price or the price of any other purchaser or broker, or to secure any advantages against Buyer.

**Section 7.5 Confidentiality** Seller will keep confidential and will not, without the Buyer's written consent, which will not be unreasonably withheld, divulge, disclose or disseminate information pertaining to this transaction except to those entities, persons, regulators, or agencies who have a bona fide legal right to receive such information.

**Section 7.6 Title of Loans** Seller has the full power and authority to negotiate, sell and transfer all of its right, title and interest to Buyer in the subject Loans.

**Section 7.7 Prior Placements** Seller hereby represents and warrants that it has internally attempted collections on the Loans prior to this agreement; the loans were assigned to no more than one (1) outside Agency prior to this agreement; and the Loans have not been previously placed with an attorney for litigation.

**Section 7.8 Scoring** Seller hereby represents and warrants the Loan Notes Purchased have not been previously sorted and sold based on zip code or jurisdiction, nor has any Loan Note been adversely scored prior to sale.

**Section 7.9 Social Security Number** Seller hereby represents and warrants that, to the best of Seller's knowledge, true and accurate Social Security numbers will be provided for all debtors.

**Section 7.10 Additional Representations** The written information that has been provided by Seller, its personnel or agents (including, without limitation, the Account Schedule, Exhibit A, and the Seller's responses to the 'Seller Survey' attached hereto as Exhibit E), is true, complete and correct in all material respects. The Purchaser may reasonably rely upon and use such information and the representations, warranties and covenants contained herein when determining whether or at what price to purchase the Accounts without verification or independent investigation.

ARTICLE VIII  
INDEMNIFICATION

**Section 8.1 Seller's Indemnification** From and after the date of this Agreement, Seller shall indemnify and hold harmless Buyer against and from any and all liability for, or actual losses or damages Buyer may suffer as a result of, any claim, demand, cost, expense, or judgment of any type, character or nature (including reasonable attorneys' fees) which Buyer shall incur or suffer as a result of (i) any intentional or negligent act or omission of Seller or any of Seller's affiliates in connection with the Loan Packages and its sale of the Loan Packages pursuant to this Agreement provided that such act or omission occurs prior to the Sale Date, (ii) the material inaccuracy of any of Seller's representations or warranties herein, or (iii) the material breach of any of Seller's covenants herein.

**Section 8.2 Buyer's Indemnification** From and after the date of this Agreement, Buyer shall indemnify and hold harmless Seller against and from any and all liability for, from and against any and all actual losses or damages Seller or any agent or affiliate entities may suffer as a result of, any claim, demand, cost, expense, or judgment of any type, character or nature (including reasonable attorneys' fees) which Seller shall incur or suffer as a result of (i) any act or omission of Buyer or any of Buyer's affiliates in connection with the Loan Packages and its sale of the Loan Packages pursuant to this Agreement provided that such act or omission occurs after the Sale Date, including without limitation any losses stemming from violation of any applicable debt collection laws, (ii) the material inaccuracy of any of Buyer's representation or warranties herein, or (iii) the material breach of any of Buyer's covenants herein.

**Section 8.3 Limitations on Seller's Indemnification Obligations** BUYER

ACKNOWLEDGES THAT IT HAS PURCHASED THE ACCOUNTS "AS IS", WITHOUT RELIANCE ON ANY REPRESENTATIONS OR WARRANTIES OF SELLER EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND THAT THE PURCHASE PRICE REFLECTS SUCH FACT. AS A RESULT, BUYER AGREES THAT IN NO EVENT SHALL SELLER

BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF BUYER, BUYER'S AFFILIATES OR ANY PURCHASER OR ASSIGNEE OF ACCOUNTS. BUYER ALSO AGREES THAT NO SUBSEQUENT PURCHASER OR ASSIGNEE OF THE ACCOUNTS SHALL HAVE A DIRECT CAUSE OF ACTION AGAINST OR RIGHT OF INDEMNIFICATION FROM, SELLER AND THAT ALL PURCHASE AGREEMENTS WITH SUCH PERSONS SHALL SO PROVIDE.

#### ARTICLE IX

**Section 9.1 Cooperation with Buyer** Seller shall cooperate at Buyer's cost with Buyer's attempt to enforce any obligation pursuant to this Agreement, including providing necessary affidavits or such other legal documents.

#### ARTICLE X

**Section 10 Information Tax Reporting** Buyer hereby agrees to perform all obligations of Seller with respect to federal and/or state tax reporting relating to or arising out of the Loan Package sold and assigned pursuant to this Agreement arising after the cut-off date including, without limitation, the obligations with respect to forms 1098 and 1099 and backup withholding with respect to the same, if required.

## ARTICLE XI

**Section 11 Notices** All notices shall specify the relevant Loan Number as specified on the Detail Asset Listing Agreement. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail return receipt requested. (b) when delivered, if delivered personally or (c) when received, but not later than the second following Business Day, if sent by overnight mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to Seller: CashCall, Inc.

1600 Douglas Road

Anaheim, CA 92806

Fax: 949-225-4680

Tele: 714-722-6655

If to the Buyer: Greater California Financial Services

4301 Second Wind Way

Paso Robles, CA 93446

Fax: 805-237-9289

Tele: 805-237-2040



**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

**Section 12.1 Severability** If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

**Section 12.2 Rights/Cumulative Waivers** The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate under the terms and conditions specifically set forth. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such right shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension of any variation of any such right.

**Section 12.3 Headings** The heading of the Articles and Sections contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**Section 12.4 Construction** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

**Section 12.5 Assignment** Subject to Article IX this Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the exhibits and schedules hereto shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

**Section 12.6 Prior Understandings** THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. The parties make no representations or warranties to each other except as contained in this Agreement or in the accompanying exhibits or the certificates or other closing documents delivered according to this Agreement. All prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement, except as otherwise provided in this Agreement.

**Section 12.7 Integrated Agreement** This Agreement and all exhibits and schedules hereto constitute the final complete expression of the intent and understanding of the Buyer and the Seller. This Agreement shall not be altered or modified except by a subsequent writing, signed by Buyer and Seller.

**Section 12.8 Counterparts** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart.

**Section 12.9 Survival** Each and every warranty, representation or covenant herein above made by Buyer or Seller shall survive the delivery of the Transfer Documents and shall not merge into the Transfer Documents, but instead shall be independently enforceable.

**Section 12.10 Governing Law/Venue** EXCEPT WHERE FEDERAL LAW IS APPLICABLE OR PRE-EMPTS STATE LAWS, OR WOULD OTHERWISE APPLY, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (OTHER THAN ITS CONFLICT OF LAW RULES WHICH WOULD CALL FOR CONSTRUCTION IN ACCORDANCE WITH THE LAWS OF ANY OTHER STATE) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN SUCH STATE, SUBSTANTIAL PERFORMANCE OF THIS AGREEMENT WILL TAKE PLACE IN ORANGE COUNTY, CALIFORNIA AND THE PARTIES HERETO SELECT ORANGE COUNTY, CALIFORNIA AS THE SOLE AND PROPER VENUE OF ANY DISPUTE ARISING HEREUNDER.

**Section 12.11 Professional Fees and Costs** If any legal or equitable action, arbitration, or other proceeding, whether on the merits or on motion, are brought or undertaken, or any attorney retained, to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) shall be entitled to recover reasonable attorney's, paralegal's, and other professional fees (including, without limitation, the allocable cost of in-house counsel and staff) and other costs incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses.

**Section 12.12 Arbitration Reference Proceeding** Any controversy or claim between or among the parties, including but not limited to, those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim base upon or arising from an alleged tort, shall at the request of any party be determined by binding arbitration. Notwithstanding any choice of law provision in this Agreement, the arbitration shall be conducted by a single arbitrator at

American Arbitration Association ("AAA"). The arbitration shall be conducted within Orange County. The arbitrators give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action of judicial relief.

**Section 12.13 Facsimile Signatures** Facsimile signatures shall be deemed original and shall be acceptable for all purposes between the parties as originals.

**Section 12.14 Attorneys** All parties hereto have had adequate opportunity to have this Agreement reviewed by counsel of their choosing and have signed this Agreement only after seeking or having had an opportunity to seek such counsel.

**Section 12.15 Power of Attorney** Seller shall irrevocably appoint Buyer and Buyer's representatives as Seller's limited attorney-in-fact to endorse Seller's name upon (a) checks or other forms of payment received with respect to the Loans, and (b) any other notes, instruments and other documents necessary to carry out the intent of this Agreement and the transfers provided for herein. Seller shall execute and deliver to Buyer a limited power of attorney in the form of Exhibit "C" attached hereto.

**Section 12.16 Credit Reporting** Within 15 days following the Transfer Date, Seller shall notify its selected credit reporting agencies of the sale and transfer of the loans to Buyer.

**Section 12.17 UCC Filing** Seller shall consent to the filing of a UCC-1 financing statement, which may be filed at the option of Buyer or any Third Party Owner.

IN TESTIMONY THEREOF, the parties hereto have executed this Agreement:

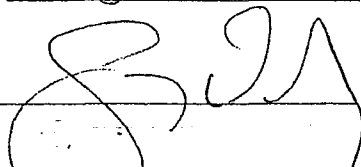
**SELLER:**

CashCall, Inc.

**BUYER:**

Greater California Financial Services

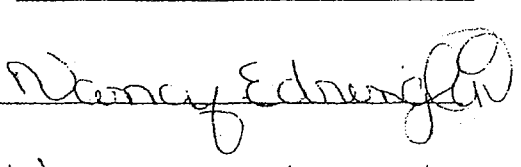
\_\_\_\_\_  
Date: 3-29-10

By: 

Name: Louis Ochoa

Title: Vice President

\_\_\_\_\_  
Date: 03/29/10

By: 

Nancy Edrington

General Manager

**Attachments:**

- Appendix 1 – List of Portfolios
- Exhibit "A" – Loan Schedule
- Exhibit "B" – Bill of Sale and Assignment of Loans
- Exhibit "C" – Limited Power of Attorney
- Exhibit "D" - Wire Transfer Instructions
- Exhibit "E" – Seller Survey
- Exhibit "F" – Affidavit of Claim (Sample)

EXHIBIT "B"  
BILL OF SALE AND ASSIGNMENT OF  
NON- PERFORMING LOANS AND CONTRACTS RIGHTS

CashCall, Inc. (collectively, "ASSIGNOR"), for and in consideration of the sum of 1,953 accounts [REDACTED], hereby absolutely SELLS, TRANSFERS, AND ASSIGNS TO Greater California Financial Services ("ASSIGNEE"):

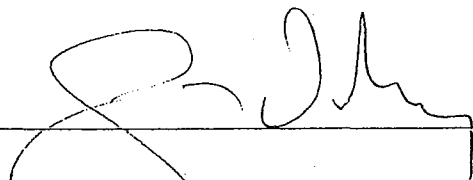
- (a) All of Assignor's right, title and interest, in and to each of the promissory notes or other evidence of indebtedness for each of the loans identified in the loan schedule ("Loan Schedule") attached hereto as Exhibit 'A', (the "Loans"), and together with all right, title and interest of Assignor in: (i) all instruments, documents, agreements, certificates and legal opinions executed in connection with the Loans, as defined in the Purchase Agreement (defined below) (ii) all collateral (whether real or personal property) currently pledged in connection with the Loans (iii) any judgements founded upon such promissory note or other evidence of indebtedness and any lien extent attributable to such promissory note or other evidence of indebtedness and any lien arising there from; (iv) any applicable insurance proceeds and condemnation awards related to the Loans which are received by Assignor on or after the "Cut-off-Date" or which relate to rights accrued by Assignor on or after such date and (v) any claim, demand or legal proceeding with respect to such promissory note or other evidence of indebtedness or any collateral for any of the Loans, forming the subject matter of any litigation or bankruptcy to which Assignor is a company, but not including any rights, causes of action or defenses peculiar to Assignor under any federal or state statute or rule of law; and
- (b) All principal, interest or other proceeds of any kind and with respect to the Loans received on or after the Cut-off Date (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property), but excluding any payment or other consideration received by or on behalf of Assignor with respect to the Loans (except as stated in Section 5.3 of the Purchase Agreement) regardless of whether timely paid.

Assignor hereby represents and warrants that Assignor is the owner and holder of the promissory note or other evidence of indebtedness for each of the loans. Except for the foregoing representation and warranty, the sale, transfer and assignment made hereby is made without recourse or express or implied representation or warranty of (i) the collectability of any loan; (ii) "fitness for a particular purpose", (iii) "merchantability", (iv) the enforceability of any promissory note or other evidence of indebtedness, or (v) any other type or kind regardless of whether such representation or warranty would arise by statute, at common law or otherwise, except as provided for in the Purchase Agreement.

This Bill of Sale and Assignment of Loans is executed to the effect the Sale of the Loans pursuant to that certain Purchase and Sale Agreement ("Purchase Agreement") executed by and between Assignor and Assignee and the sale assignment made hereunder are made subject to all of the terms and conditions of the Purchase Agreement.

Dated: March 27<sup>th</sup>, 2010

Assignor: CashCall, Inc.

By: 

Name: Louis A. Ochoa

Title: Vice President Loan Servicing

**EXHIBIT "C"**  
**TO PURCHASE AND SALE AGREEMENT**

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that Seller Corporation and its Affiliates ("Seller") does hereby make, constitute and appoint Greater California Financial Services ("Purchaser"), true and lawful attorney for and in Seller's name, place and stead, to take or cause to be taken any action necessary to convey to Purchaser all right, title and interest of Seller in, to and under the Loans and the related documentation, including, without limitation:

- (a) to bill, demand, sue for, receive, collect, sign, endorse, assign or compromise any and all notes, checks, money orders or monies due on any Loan sold to Purchaser and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under an instrument or documents as may from time to time be necessary or appropriate to accomplish the sales and transfers provided for the Agreement;
  
- (b) to enforce, cancel, release or discharge the indebtedness and security interests relating to the Loans or which are reasonable in order to protect Purchaser's interest in any collateral for any Loan;
  
- (c) to complete, execute and record any assignment or other document, including without limitation financing statements and title certificates covering any such collateral;
  
- (d) to exercise or perform any act, power or duty that Seller has or would have in connection with the Loans purchased by Purchaser, or which are reasonable in order to protect Purchaser's interest in the collateral securing any Loan.



The foregoing authority is automatically revoked with respect to any Loan that Seller has repurchased from Purchaser, effective on the date of such repurchase.

Capitalized terms used but not otherwise defined in the Power of Attorney shall have the meanings ascribed to such terms in the Purchase and Sale Agreement dated March 26, 2010 from Seller to Purchaser (the "Agreement").

The undersigned has conferred and granted this Power of Attorney in consideration of Purchaser's proceeding with, and for the purpose of completing, the transactions contemplated by the Agreement. Therefore, the undersigned hereby agrees that all power and authority hereby conferred is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the undersigned has subscribed these presents, effective as of the 29<sup>th</sup> day of March, 2010.

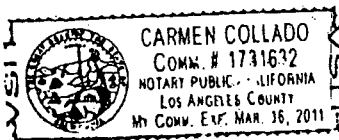
Seller: CashCall, Inc

By: [Signature]

STATE OF California  
COUNTY OF Orange

) SS:

On this 29<sup>th</sup> day of March, 2010, before me personally came Louis Ochoa, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Seller, CashCall, Inc., a lending corporation, and he acknowledged that he signed his name thereto with the full authorization of the board of directors of said corporation, for and on behalf of said corporation.



[Signature]

Notary Public

WIRE INSTRUCTIONS – WELLS FARGO BANK  
General Account

INSTITUTIONS NAME	Wells Fargo Bank
ADDRESS	2030 S. Main St., Suite 900 Irvine, CA 92614
ACCOUNT NUMBER	[REDACTED]
ROUTING NUMBER	[REDACTED]
ACCOUNT NAME	CashCall, Inc. – General Account