

Registered Agents
Legal Services, LLC

1220 N. Market Street
Suite 806
Wilmington DE 19801
(302) 427-6970
(800) 400-6650
(302) 421-5753 [fax]
info@IncLegal.com [email]
www.IncLegal.com

Return of Process Transmittal Form

Date: December 3, 2008

Via: UPS

To: Ms. Rashmi Iyer-Patel
Credigy Receivables Inc.
3950 Johns Creek Court
Suite 100
Suwanee, GA 30024

Royal
12/4/08
(Signature)

RE: PROCESS SERVED

For: Credigy Receivables, Inc.

Domestic State: NV

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: Accelerated Financial Solutions, LLC vs Credigy Receivables, Inc.
2. DOCUMENTS SERVED: Complaint
3. COURT: Virginia: In The Circuit Court of the City of Chesapeake
4. NATURE OF ACTION: CL08-2643
5. ON WHOM PROCESS WAS SERVED: State Agent & Transfer Syndicate
6. DATE AND HOUR OF SERVICE: December 2, 2008 by DHL
7. APPEARANCE OR ANSWER DUE: Please See Enclosed
8. ATTORNEY(S): Paul A. Gill

SIGNED: Registered Agents Legal Services, LLC
PER: Katie Francia
ADDRESS: 1220 N. Market Street
Suite 806
Wilmington, DE 19801
SOP

Information contained on this transmittal form is recorded for Registered Agents Legal Services, LLC record keeping purposes only and to permit quick reference for the recipient. This information does constitute a legal opinion as to the nature of the action, amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

Report032.doc

Experience and Quality Service





12/1/08
10:23 pm

CHESAPEAKE CIRCUIT COURT
Civil Division
307 ALBEMARLE DRIVE, SUITE 300
23322-5579

Summons

To: CREDIGY RECEIVABLES INC
SERVE: REGISTERED AGENT
LEGAL SERVICES, LTD
112 NORTH CURRY STREET
CARSON CITY, NV 89703

Case number: 550CL08002643-00

The party upon whom this Summons and the attached Complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this Subpoena.

Done in the name of the Commonwealth of Virginia on, Wednesday, November 19, 2008.

Clerk of Court: FAYE W. MITCHELL

By: _____

E. Mitchell
(Clerk/Deputy Clerk)

Instructions:

Attorney's name: PAUL GILL
(757) 484-5455

**VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE
ACCELERATED FINANCIAL SOLUTIONS, LLC**

v.

CIVIL CASE NO.:

CLOF-2043

**CREDIGY RECEIVABLES, INC.
Registered Agent:
Legal Services, LTD.
112 North Curry Street
Carson City, NV 89703**

FILED IN CLERK'S OFFICE
2008 NOV 14 PM 3:41
KAYE W. HITCHELL, CLERK
D.C.

COMPLAINT

COMES NOW the Plaintiff Accelerated Financial Solutions, LLC, a Virginia Limited Liability Company (hereinafter "AFS"), by counsel and moves for judgment against the Defendant, Credigy Receivables, Inc. (hereinafter "Credigy") for Compensatory and Consequential damages in the amount of THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) to wit:

NATURE OF THE ACTION

1. This is an action for compensatory and consequential damages arising out of Defendant's breach of contract in connection with a purchase and sale agreement for charged-off credit card account receivables.

PARTIES, JURISDICTION AND VENUE

2. Accelerated Financial Solutions, LLC (hereinafter "AFS") entered into a purchase and sale agreement in Virginia for charged-off account receivables with Credigy Receivables Inc. (hereinafter "Credigy") located in Suwanee, Georgia.

3. AFS is a limited liability company organized and existing under the laws of the Commonwealth of Virginia and its principal place of business is at 4016 Raintree Road, Suite 140, Chesapeake, Virginia 23321.

4. Credigy is a corporation organized and existing under the laws of the State of Nevada and its principal place of business is at 3950 Johns Creek Court, Suite 100, Suwanee, Georgia 30024.

5. This Court may exercise personal jurisdiction over the Defendant because the Defendant regularly transacts business in Virginia. Moreover, the cause of action alleged herein arose in Virginia.

8. Venue is proper in this Court because the Defendant regularly transacts business in this Circuit, and because the cause of action alleged herein arose in this Circuit.

FACTUAL SUMMARY

9. On or about May 30, 2008, AFS and Credigy executed a Short Form Purchase and Sale Agreement dated March 31, 2008 (which is part of a Master Purchase and Sale Agreement dated January 31, 2008) for a batch of charged-off account receivables (hereinafter "the Accounts") (See Exhibit "A" "Short Form Purchase and Sale Agreement" which is incorporated by reference, as if fully set forth, herein) (See Exhibit "B" "Master Purchase and Sale Agreement" which is incorporated by reference, as if fully set forth, herein)

10. AFS promised to pay Credigy \$156,209.34 in exchange for Credigy's promise to "transfer . . . all right, title and interest in 10,000 Accounts.

11. On or about May 30, 2008, the Plaintiff performed its part of the contract.

12. On or about June 4, 2008, Credigy, through a computer error resold 7146 of the 10,000 accounts to Tri-Financial, another debt purchaser. (See Exhibit "C" "List of Accounts", which is incorporated by reference, as if fully set forth, herein)

13. In late June, when Credigy became aware of the mistake, they made attempts to have Tri-Financial return the resold accounts.

14. However, Tri-Financial had already started collection efforts on the accounts and had received payments on 122 accounts.

15. Tri-Financial was notified of the error and was requested to cease all collection efforts on the remaining 7024 accounts.

16. Despite numerous attempts on AFS's part to recover the 7146 accounts, Credigy failed to recover and return the 7024 uncollected accounts to AFS or remit unto AFS the payments received on the 122 accounts that Tri-Financial collected.

COUNT ONE

BREACH OF CONTRACT- COMPENSATORY AND CONSEQUENTIAL DAMAGES

17. Plaintiffs incorporate by reference Paragraphs 1-16, above, as if fully set forth herein.

18. Defendant Credigy had a contractual duty to transfer to Plaintiffs all right, title and interest in 10,000 Accounts.

19. Defendant Credigy had a contractual duty not to resell the 7146 Accounts to a Tri-Financial since AFS had title and full ownership interest in the Accounts.

20. Defendant Credigy had a duty to recover the 7146 Accounts and all payments collected on those accounts

21. Defendant Credigy breached its duties by reselling 7146 Accounts to Tri-Financial, a third party when it knew or should have known that AFS had sole ownership interest.

22. Defendant Credigy breached its duties by failing to return to AFS in a reasonable time the 7146 accounts and all payments received on those accounts.

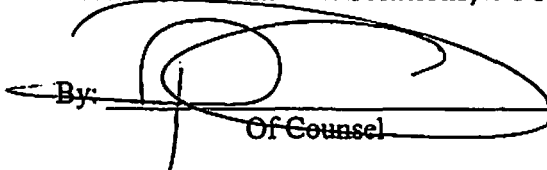
23. The breach of duties by Defendant is the proximate cause of the AFS damages.

24. Due to the proximate cause of the Defendant, breach of contract, the Plaintiff has suffered lost of accounts previously purchased and all lost profits associated with those accounts.

WHEREFORE, the Plaintiff moves this Honorable Court for compensatory and consequential damages (in lost profits) in the amount of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350,000.00), pre-and post judgment interest, reasonable attorney's fees, costs, and expenses and such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Accelerated Financial Solutions, LLC

By:  Of Counsel

Paul A. Gill (VSB # 65487)
4016 Raintree Road, Suite 140
Chesapeake, Virginia 23321
757-484-5455
757-483-7964 fax
Counsel for Plaintiff

COMMONWEALTH OF VIRGINIA
CITY OF CHESAPEAKE, TO WIT:

The foregoing instrument was acknowledged and subscribed before me on this 14th day of November, 2006, by Paul Anderson Gill, Esq., who is personally known to me.

Shabonda Marshall
Notary Public
#7175268

My Commission expires: 8/31/2012

EXHIBIT
"A"

SHORT FORM PURCHASE AND SALE AGREEMENT

This SHORT FORM PURCHASE AND SALE AGREEMENT (this "*Agreement*"), dated as of May 30, 2008 (the "*Monthly Closing Date*"), is made and entered into by and between CREDIGY RECEIVABLES INC., a Nevada corporation (the "*Seller*"), and ACCELERATED FINANCIAL SOLUTIONS LLC, a Virginia limited liability company (the "*Purchaser*," and collectively with the Seller, the "*Parties*").

Pursuant to terms and conditions of that certain Receivables Purchase and Sale Agreement, dated as of January 31, 2008 (the "*Purchase and Sale Agreement*"), by and between the Parties, the Seller hereby agrees to transfer to the Purchaser, on the Monthly Closing Date, all right, title and interest in the Accounts or receivables arising therefrom set forth below. All rights and obligations of the Parties with respect to the Accounts shall be governed by the Purchase and Sale Agreement.

With respect to the Accounts subject to this Agreement, the terms listed below will have the following meanings:

Monthly Closing Date:	May 30, 2008
Monthly Cut-Off Date:	May 27, 2008
Number of Accounts:	10,000
Unpaid Principal Balance:	\$ 31,241,868.63
Purchase Price Percentage:	0.50%
Purchase Price Payment:	\$156,209.34

Wire transfer instructions:

Bank:	Bank of America Las Vegas, NV
ABA (Routing) Number:	026009593
Account Number:	004964914982
Account Name:	Credigy Receivables Inc.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Party to this Agreement has caused its respective duly authorized representative to execute this Agreement as of the Monthly Closing Date.

Seller:

CREDIGY RECEIVABLES INC.,
a Nevada corporation

By: 

David Stach
Vice President

Buyer:

**ACCELERATED FINANCIAL
SOLUTIONS LLC,**
a Virginia limited liability company

By: 

Joshua Tawes
Chief Executive Officer

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "Assignment"), dated as of May 30, 2008, is executed by CREDIGY RECEIVABLES INC., a Nevada corporation (the "Seller"), in favor of ACCELERATED FINANCIAL SOLUTIONS LLC, a Virginia limited liability company (the "Purchaser"). Except as otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in that certain Purchase and Sale Agreement, dated as of January 31, 2008 (the "Agreement"), by and between the Seller and the Purchaser.

For value received and subject to the terms and conditions of the Agreement, the Seller hereby transfers, sells, assigns, conveys, grants, bargains, sets over and delivers to the Purchaser, and to the Purchaser's successors and assigns, all of the Seller's rights, title and interest in and to the Accounts and any claims arising out of the Accounts described in the Agreement and contained in the electronic file provided to the Purchaser on even date herewith.

This Assignment is executed without recourse and without representations or warranties including, without limitation, warranties as to collectability, except as otherwise provided in the Agreement.

Seller:

CREDIGY RECEIVABLES INC.,
a Nevada corporation

By: David Stach
David Stach
Vice President

STATE OF GEORGIA)
)
COUNTY OF FORSYTH) ss.

SUBSCRIBED AND SWORN to (or affirmed) before me on this 30th day of May, 2008, by David Stach, Vice President of Credigy Receivables Inc., a Nevada corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature: Crystal M. Jackson (Seal)



EXHIBIT
"B"



CREDIGY

PURCHASE AND SALE AGREEMENT

By and Between

CREDIGY RECEIVABLES INC.,

as Seller

and

ACCELERATED FINANCIAL SOLUTIONS LLC,

as Purchaser

Dated as of January 31, 2008

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "*Agreement*"), dated as of January 31, 2008 (the "*Effective Date*"), is made and entered into by and between CREDIGY RECEIVABLES INC., Nevada corporation (the "*Seller*"), and ACCELERATED FINANCIAL SOLUTIONS LLC, a Virginia limited liability company (the "*Purchaser*"). Each of the Seller and the Purchaser is at times referred to in this Agreement individually as a "*Party*" and collectively, as the "*Parties*."

WITNESSETH:

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller (the "*Initial Purchase*"), certain selected Accounts set forth on Exhibit A to this Agreement on the terms and subject to the conditions of this Agreement (the "*Initial Accounts*"); and

WHEREAS, the Purchaser desires to commit (the "*Commitment*") to purchase from the Seller, and the Seller desires to accept such commitment (each such purchase, an "*Additional Purchase*"), such number of additional Accounts (the "*Additional Accounts*") that, together with the Initial Purchase, is equal to the Purchase Price of One Million Dollars and No Cents (\$1,000,000.00) over a period of not more than one hundred eighty (180) days following the Effective Date as set forth on Schedule A to this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

For all the purposes of this Agreement and the Schedules and/or Exhibits attached to this Agreement, all capitalized terms shall have the following meanings (terms defined in the singular or the plural include the plural or the singular, as the case may be):

"*AAA Rules*" shall have the meaning ascribed to such term in Section 10.6(c) of this Agreement.

"*Account(s)*" shall mean charged-off consumer credit card accounts sold to the Purchaser in the Initial Purchase and the Additional Purchase. All Accounts sold hereunder are outside the applicable statute of limitations as determined by the Seller's system of record.

"*Account Document*" shall be limited to exemplary original issuer Account agreements, available documentation of the transfer and assignment of the Accounts from original issuer to the Seller, monthly billing statements issued by the Seller's predecessor in interest and available images of payments made on particular Accounts.

"*Account Obligor*" shall mean the obligor(s) (including any guarantors) on the Accounts.

"*Additional Accounts*" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Additional Purchase" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Affiliate" shall mean, in respect of any specified Person, any other Person (a) which owns beneficially, directly or indirectly, 10% or more of the outstanding shares of the specified Person's common stock or other voting securities, (b) which is in control of the specified Person, as "control" is defined in Rule 405 promulgated by the SEC under the Securities Act, (c) of which 10% or more of the outstanding shares of common stock or other voting securities is owned beneficially, directly or indirectly, by any Person described in clause (a) or (b) above, or (d) which is controlled by such specified Person or by any Person described in clause (a) or (b) above, as "controlled by" is defined by Rule 405.

"Agreement" shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

"Alternative Purchaser" shall have the meaning ascribed to such terms in Section 2.5(b)(ii) of this Agreement.

"Available Inventory" shall mean the Seller's entire inventory of the Accounts available for sale, consisting, as of the Closing Date, of approximately 178,000 accounts with an Unpaid Principal Balance of approximately \$546,054,385.10

"Business Day" shall mean a day other than Saturday, Sunday or a day on which banks are required or permitted to be closed in New York City, New York.

"Call Option" shall have the meaning ascribed to such terms in Section 2.5(b)(ii) of this Agreement.

"Claim" shall have the meaning ascribed to such terms in Section 8.3(a) of this Agreement.

"Close of Business" shall mean the official close of business time at Seller's headquarters office on the relevant Business Day.

"Closing" shall mean the consummation of the transactions contemplated by this Agreement on the Closing Date.

"Closing Date" shall mean December 28, 2007, or such other date as may be agreed upon by the Parties.

"Closing Statement" shall mean the Closing Statement to be delivered pursuant to Section 2.3 of this Agreement, in substantially the form attached as Exhibit C to this Agreement.

"Commitment" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Confidential Information" shall be deemed to include, but shall not be limited to, all data, information and materials developed by or belonging to the Disclosing Party, or provided to the Disclosing Party by a third Person, in any form, tangible or intangible, and provided to the Receiving Party in any medium, including electronically, in writing or orally, that is confidential, proprietary, non-public, or a trade secret, including, without limitation, consumer information (as such term is defined by

the Gramm-Leach-Bliley Act); confidential records or confidential data; computer software programs or any portions or logic comprising those programs; information regarding the Disclosing Party's clients, customers, consultants or lenders, or equity partners; terms of contracts with clients, customers, consultants, lenders, or equity partners; production, programming, development, engineering, and distribution processes or techniques; methods of doing business; financial models or projections; working methods; profit formulae; studies; servicing plans; assets or portfolio information or management strategies; and notes, analyses, compilations, interpretations, or other documents that contain, in whole or in part, any information relating to the foregoing or this Agreement. The term "Confidential Information" does not include any information that the Receiving Party can demonstrate (a) was, is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement by the Receiving Party or its Representatives, (b) was within the Receiving Party's possession prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party pursuant to this Agreement; *provided, however*, that the source of that information was not known by the Receiving Party to be bound by an obligation of confidentiality to the Disclosing Party with respect to that information, (c) is or becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party or any of its Representatives; *provided, however*, that the source is not known by the Receiving Party to be bound by an obligation of confidentiality to the Disclosing Party with respect to that information, or (d) was independently developed by the Receiving Party without the use of the Confidential Information.

"Consumer Credit Protection Act" shall mean the Consumer Credit Protection Act, 15 U.S.C. § 1501 *et seq.*, as amended.

"Cut-Off Date" shall mean January 30, 2008.

"Disclosing Party" shall have the meaning ascribed to such terms in Section 9.1 of this Agreement.

"Effective Date" shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

"Eligibility Requirement" shall have the meaning ascribed to such terms in Section 3.3 of this Agreement.

"Fair Credit Reporting Act" shall mean the Fair Credit Reporting Act of 1992, 15 U.S.C. § 1681 *et seq.*, as amended.

"Fair Debt Collection Practices Act" shall mean the Fair Debt Collection Practices Act of 1977, 15 U.S.C. § 1692 *et seq.*, as amended.

"Gramm-Leach-Bliley Act" shall mean the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. § 6801 *et seq.*, as amended.

"Indemnified Party" shall have the meaning ascribed to such term in Section 8.3(a) of this Agreement.

"Indemnifying Party" shall have the meaning ascribed to such term in Section 8.3(a) of this Agreement.

"Ineligible Account" shall mean each Account that does not meet all of the Eligibility

Requirements set forth in Section 3.3 of this Agreement.

"Initial Purchase" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Monthly Closing" shall mean the consummation of the transactions contemplated by this Agreement pursuant to the Short Form Purchase and Sale Agreement.

"Monthly Closing Date" means the date set forth on Schedule A to this Agreement and corresponding to a related Additional Purchase.

"Monthly Cut-Off Date" means the date set forth on each Short Form Purchase and Sale Agreement, which date shall be not more than three (3) Business Days from the related Monthly Closing Date.

"Party" shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

"Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, firm, joint venture, association, other entity, or a natural person.

"Purchase Price" shall have the meaning ascribed to such terms in Section 2.2 of this Agreement.

"Purchase Price Percentage" shall mean fifty basis points (0.50%) of the aggregate Unpaid Principal Balance.

"Purchaser" shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

"Purchaser's Indemnified Persons" shall have the meaning ascribed to such terms in Section 8.1 of this Agreement.

"Qualifying Bid" shall have the meaning ascribed to such terms in Section 2.5(b)(ii) of this Agreement.

"Receiving Party" shall have the meaning ascribed to such terms in Section 8.1 of this Agreement.

"Representatives" shall mean a Party's Affiliates, or its or its Affiliates' directors, managers, members, stockholders, equity owners, officers, employees, agents, investors, attorneys, and other representatives.

"Repurchase Acceptance" shall have the meaning ascribed to such terms in Section 7.1 of this Agreement.

"Repurchase Payment" shall have the meaning ascribed to such terms in Section 7.1 of this Agreement.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

"Seller Intellectual Property" shall have the meaning ascribed to such terms in Section 6.5(a)(i) of this Agreement.

"Seller's Indemnified Persons" shall have the meaning ascribed to such terms in Section 8.2 of this Agreement.

"Short Form Purchase and Sale Agreement" shall have the meaning ascribed to such terms in Section 2.5(a) of this Agreement.

"Termination Date" shall have the meaning ascribed to such terms in Section 2.5(c) of this Agreement.

"Termination Fee" shall have the meaning ascribed to such terms in Section 2.5(c) of this Agreement.

"Third Party Claim" shall have the meaning ascribed to such terms in Section 8.3(b) of this Agreement.

"Unpaid Principal Balance" shall mean, as to any Account as of a specified date, the total outstanding amounts payable by an Account Obligor with respect to such Account at the time of charge-off, less all payments exclusive of payments returned for insufficient funds or erroneously posted to the Account.

ARTICLE II

PURCHASE AND SALE OF ACCOUNTS

2.1 Purchase and Sale. Subject to all of the terms and conditions of this Agreement, on the Closing Date and each Monthly Closing Date, the Seller will sell, assign, deliver and transfer to the Purchaser, and the Purchaser will purchase, assume, receive and accept, all right, title and interest in and to the Accounts, including, without limitation, all of the Seller's rights, title and interest to all agreements, instruments, invoices, and other documents evidencing, or relating to the Accounts, and any actions, claims, lawsuits or rights of any nature whatsoever, whether against the Account Obligor or any other party, arising out of or in connection with the Accounts, including, without limitation, the Account Obligor's rights to receive any cash, securities, instruments and/or other property issued in connection with the Accounts to the Seller. The Purchaser hereby acknowledges and agrees that the sale of the Accounts pursuant to this Agreement is made without recourse (including against the Seller), and except for the express representations and warranties set forth in Section 3.3 of this Agreement, such sale of the Accounts is made "AS IS," "WHERE IS," and "WITH ALL FAULTS," and without representation, warranty, or guaranty of any kind, whether express or implied. Without limiting the generality of the foregoing, the Seller hereby expressly disclaims all representations, warranties, and guarantees of any type or nature, express or implied, including, but not limited to, with respect to (a) marketability, value, quality, or condition of the Accounts; (b) the validity, enforceability, or collectibility of the Accounts; (c) the compliance of the Accounts with any state or federal laws, rules, statutes, and regulations; (d) the accuracy or completeness of any information provided by the Seller; and (e) merchantability or fitness for a particular purpose. Except as otherwise permitted by this Agreement, in no event shall the

Purchaser be entitled to refuse to purchase any Account or to request the Seller to repurchase any Account.

2.2 Purchase Price. The purchase price for the Accounts shall be the Purchase Price Percentage multiplied by the aggregate Unpaid Principal Balance of the Accounts as of the Cut-Off Date or the Monthly Cut-Off Date (the "*Purchase Price*").

2.3 Closing Payment. At the Closing and each of the Monthly Closings, the Purchaser shall remit an amount equal to the applicable Purchase Price by wire transfer of immediately available funds, no later than 5:00 p.m., Eastern Standard Time, in accordance with the wire instructions designated by the Seller in the Closing Statement.

2.4 Bill of Sale. At Closing and following confirmation that the Seller has received the full payment of the Purchase Price, the Seller shall execute and deliver to the Purchaser a Bill of Sale, in substantially the form attached as Exhibit C to this Agreement, to evidence the conveyance and sale of the Accounts to the Purchaser. The Seller shall also deliver to the Purchaser, on or before the Closing Date and each Monthly Closing Date, a preliminary listing, in the Seller's customary format, of the Accounts showing each Account's Unpaid Principal Balance as of the Cut-Off Date.

2.5 Additional Accounts Purchase Commitment.

(a) Within one hundred and eighty (180) days following the Effective Date, the Purchaser shall purchase, and the Seller shall sell, the Additional Accounts randomly selected from the Seller's Available Inventory and corresponding to the Purchase Price set forth in Schedule A to this Agreement. Each Additional Purchase shall be evidenced by a short form Purchase and Sale Agreement attached as Exhibit B to this Agreement (the "*Short Form Purchase and Sale Agreement*") and the Bill of Sale and Assignment in substantially the form attached as Exhibit C to this Agreement.

(b) Notwithstanding any provision of this Agreement, the Seller may, at any time following the Effective Date but prior to the fulfillment of the Commitment by the Purchaser, elect to sell (the "*Call Option*") all Accounts comprising the Available Inventory to a third-party bidder or bidders (each, an "*Alternative Purchaser*") in the event that the Seller receives bids with respect to the Accounts that exceed the Purchase Price Percentage (each, a "*Qualifying Bid*"). The Seller shall have no liability hereunder in the event that that the Available Inventory is exhausted prior to the fulfillment of the *Purchaser's Commitment*, and the Parties agree that the Commitment shall terminate and be of no further force and effect if the Seller's Available Inventory is reduced to render the fulfillment of the Purchaser's Commitment impossible. The Seller further agrees to provide the Purchaser with advance notice, not to exceed two (2) Business Days, of any Qualifying Bid in order to provide the Purchaser with an opportunity to exercise the Purchase Option using the Qualifying Bid before consummating the sale of the Available Inventory to the Alternative Purchaser.

(i) The Seller may, at any time following the Effective Date but prior to the exercise of the Purchase Option by the Purchaser, elect to sell (the "*Call Option*") all Accounts comprising the Available Inventory to a third-party bidder or bidders (each, an "*Alternative Purchaser*") in the event that the Seller receives bids with respect to the Accounts that exceed the Purchase Price Percentage (each, a "*Qualifying Bid*"). The Seller shall have no liability hereunder in the event that that the Available Inventory is exhausted prior to the fulfillment of the Purchaser's Commitment, and the Parties agree that the Commitment shall terminate and be of no further force and effect if the Seller's Available Inventory is reduced to render the fulfillment of the Purchaser's Commitment impossible. The Seller further agrees to provide the Purchaser with advance notice, not to exceed two (2) Business Days,

of any Qualifying Bid in order to provide the Purchaser with an opportunity to exercise the Purchase Option using the Qualifying Bid before consummating the sale of the Available Inventory to the Alternative Purchaser.

(c) In the event that the Purchaser fails to consummate any purchase of the Additional Accounts in accordance with Schedule A of this Agreement, the Parties hereby agree that the Seller shall be entitled to a termination fee (the "*Termination Fee*") in the amount equal to twenty five (25%) percent of the Purchase Price of the Additional Accounts remaining for purchase under this Agreement at the time of the Purchaser's breach, calculated from the date on which the Purchaser fails to consummate the Additional Transaction (the "*Termination Date*"). The Parties agree that (i) the Purchaser shall send the Termination Fee to the Seller via wire transfer within five (5) Business Days following the Termination Date into the account designated on the Closing Statement, and (b) upon receipt of the Termination Fee, the Seller shall release, acquit and excuse the Purchaser from any further obligations under this Agreement (except for those provisions that survive by their terms by virtue of the purchase and sale of the Accounts, including, without limitation, those relating to representations, warranties and indemnification) without any further action by either Party.

2.6 Not a Sale of Securities. The Purchaser and the Seller acknowledge and agree that the sale of the Accounts documented by this Agreement is not a sale of securities, as such term is defined by any federal or state securities laws or regulations.

2.7 Servicing after Closing Date. On the Closing Date and each Monthly Closing Date, but subject to the terms of this Agreement, all rights, obligations, liabilities, and responsibilities with respect to the servicing of the Accounts shall pass from the Seller to the Purchaser, and the Seller shall thereupon be automatically, fully, and unconditionally released and discharged from all liability and responsibility with respect thereto. From and after the Closing Date and each Monthly Closing Date, the Purchaser shall not misrepresent or fail to disclose adequately that the Purchaser is then the owner of the Accounts.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby represents and warrants that as of the Closing Date and each Monthly Closing Date:

3.1 Due Organization; Authorization; No Conflict.

(a) The Seller is duly organized and validly existing as a limited liability company, in good standing, under the laws of the State of Nevada;

(b) the Seller has the power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to sell the Accounts to the Purchaser and to perform the Seller's other obligations under this Agreement; and

(c) the Seller's execution, delivery and performance of this Agreement are within the Seller's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of the Seller, and are not in conflict with any organizational documents of the Seller or any law, rule, statute, or regulation applicable to the Seller.

3.2 Title to the Accounts. On the Closing Date immediately prior to the sale of the Accounts to the Purchaser, the Seller will have good and marketable title to the Accounts, free and clear

of all liens, charges, encumbrances or rights of others (other than the Purchaser).

3.3 Accounts. With respect to each Account, the Seller represents and warrants that, as of the Cut-Off Date (each, an "*Eligibility Requirement*"):

(a) no Account has been discharged in bankruptcy, and at least one Account Obligor related to an Account has not filed for bankruptcy relief or become the subject of any bankruptcy proceeding seeking a discharge in bankruptcy for an Account;

(b) the Seller has not received written notice that any Account is subject to any pending litigation;

(c) at least one Account Obligor related to an Account is living; and

(d) no Account was "settled" by the Seller or was otherwise fully satisfied by the Account Obligor.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants that as of the Closing Date and each Monthly Closing Date:

4.1 Due Organization; Authorization; No Conflict.

(a) The Purchaser is duly organized and validly existing as a limited liability company, in good standing, under the laws of the State of Virginia;

(b) the Purchaser has the power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to carry on its business which relates to the Accounts; and

(c) the Purchaser's execution, delivery and performance of this Agreement are within Purchaser's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of the Purchaser, and are not in conflict with any organizational documents of the Purchaser or any law, rule, statute, or regulation applicable to the Purchaser.

4.2 Sophisticated Purchaser; Due Diligence. The Purchaser is a sophisticated, informed purchaser and has the knowledge and experience in financial and business matters, including, without limitation, the purchase and collection of charged-off receivables, that enable the Purchaser to evaluate the merits and risks of the transaction contemplated by this Agreement. The Purchaser acknowledges that the Seller, except as specifically set forth in this Agreement, does not represent, warrant or insure the accuracy or completeness of any information provided to the Purchaser or in any of the Account files. The Purchaser has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectibility, and value of the Accounts, and all other facts it deems material or relevant to its purchase of the Accounts. The Purchaser is entering into this transaction solely on the basis of the Purchaser's own independent investigation and judgment. The Purchaser is not acting in reliance on any representation or warranty made or information furnished by the Seller, its Representatives or independent contractors, other than the express representations and warranties of the Seller contained in this Agreement. Without limiting the generality of the foregoing, the Purchaser

expressly acknowledges that the statutory period in which actions may be brought to enforce the Accounts may have expired with respect to certain of the Accounts and the Purchaser may not be permitted to file or maintain legal actions with respect to such Accounts.

4.3 **No Brokers.** The Purchaser has not entered into any agreement obligating the Seller to pay any commission or other compensation to any broker, investment broker, agent or other person as a result of the Purchaser's purchase of the Accounts.

4.4 **Board Approval.** The Purchaser's Board of Directors or its functional equivalent shall have approved this Agreement and the transactions contemplated hereby.

4.5 **Consents.** All consents necessary to the consummation of the transactions contemplated hereby shall have been obtained.

4.6 **Binding Agreement.** This Agreement and any documents necessary to the consummation of the transactions contemplated hereby have been duly executed and delivered by the Purchaser and each constitutes a legal, valid and binding obligation of the Purchaser, enforceable according to its respective terms, subject as to enforceability to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

ARTICLE V

CONDUCT OF BUSINESS PRIOR TO CLOSING AND EACH MONTHLY CLOSING; CLOSING CONDITIONS

5.1 **Conduct of Business Prior to Closing Date.** Between the date of this Agreement and the Closing Date or each Monthly Closing Date, the Seller shall not (other than in the ordinary course of business) compromise, settle for less than full value, or otherwise release an Account Obligor on any Account. Between the date of this Agreement and the Closing Date or each Monthly Closing Date, the Seller will undertake only those servicing activities that are, in the Seller's sole and absolute discretion, reasonably necessary to preserve and maintain the enforceability of the Accounts through the Closing Date or each Monthly Closing Date.

5.2 **Closing Conditions for Purchaser.** The obligation of the Purchaser to purchase the Accounts on the Closing Date and each Monthly Closing Date shall be subject to each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of the Seller will be materially true and correct as of the Closing Date and each Monthly Closing Date (except that, to the extent any such representation or warranty expressly relates to an earlier date, such representation or warranty was true and correct on such earlier date).

(b) **Covenants.** All other terms and conditions of the Agreement which are required to be performed by the Seller on or prior to the Closing Date and each Monthly Closing Date shall have been materially complied with or performed.

(c) **No Violation.** Consummation by the Purchaser of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or

governmental body having competent jurisdiction or any law, rule, statute, or regulation that applies to the Purchaser.

(d) Approvals, Consents and Notices. All required approvals, consents, and other actions by, and notices to and filings with, any governmental authority, and any other person or entity (including, without limitation, any consents required from prior owners of the Accounts) will have been obtained or made.

5.3 Closing Conditions for Seller. The obligation of the Seller to sell the Accounts on the Closing Date and each Monthly Closing Date shall be subject to each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Purchaser will be materially true and correct as of the Closing Date and each Monthly Closing Date (except that, to the extent any such representation or warranty expressly relates to an earlier date, such representation or warranty was true and correct on such earlier date).

(b) Covenants. All other terms and conditions of the Agreement which are required to be performed by the Purchaser on or prior to the Closing Date and each Monthly Closing Date shall have been materially complied with or performed.

(c) No Violation. Consummation by the Seller of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law, rule, statute, or regulation that applies to the Seller.

(d) Approvals, Consents and Notices. All required approvals, consents, and other actions by, and notices to and filings with, any governmental authority, and any other person or entity (including without limitation any consents required from prior owners of the Accounts) will have been obtained or made.

5.4 Reasonable Efforts; Waiver; Termination. Each Party shall use its commercially reasonable efforts to cause all conditions precedent to Closing and the Monthly Closing to be satisfied on or before the Closing Date and each Monthly Closing Date. Satisfaction of a condition to Closing and the Monthly Closing may be waived by the Party entitled to the benefit of such condition. Either Party may terminate this Agreement in the event that the Closing or the Monthly Closing has not occurred within thirty (30) days after the originally scheduled Closing Date or the Monthly Closing Date.

5.5 Litigation. The Purchaser hereby acknowledges that all Accounts are outside of the applicable statute of limitation, as determined by the Seller using its system of record, and the Purchaser covenants not to initiate any legal proceeding to effect collection of the Accounts following the Closing Date or the Monthly Closing Date, as applicable.

5.6 Closing Date and Place. The closing of the transactions contemplated hereby (the "Closing") shall take place on the Closing Date and each Monthly Closing Date. The Closing and the Monthly Closing may be held at any place as the Parties mutually agree. The Closing or the Monthly Closing shall not be deemed to have occurred until all actions necessary to complete the Closing or the Monthly Closing have occurred.

ARTICLE VI
COVENANTS; CONDUCT OF BUSINESS FOLLOWING CLOSING
AND EACH MONTHLY CLOSING

6.1 Notice to Debtor. The Purchaser agrees to notify each Account Obligor of the Purchaser's purchase of the Account Obligor's Account within thirty (30) days after the Closing Date and each Monthly Closing Date. In addition, after the Closing Date and each Monthly Closing Date, the Seller may, in its sole and absolute discretion, give any Account Obligor written or oral notice of the transfer of the Account Obligor's Account to the Purchaser.

6.2 Notice to Credit Reporting Agencies. If required by applicable law, within sixty (60) days following the Closing Date and each Monthly Closing Date, the Seller will report to the appropriate credit reporting agencies any Account that was previously reported as being owned by the Seller, as (in the discretion of the Seller) transferred to the Purchaser, charge-off transferred to the Purchaser, sold to the Purchaser, or charge-off sold to the Purchaser. Except as required by applicable law, the Seller will make no other reports to credit reporting agencies with respect to the Accounts after the Closing Date or each Monthly Closing Date.

6.3 Account Payments Received by Seller. Any payments received by the Seller on or prior to the first anniversary of the Cut-Off Date or the Monthly Cut-Off Date with respect to an Account (except for any Account which has been repurchased or returned to the Seller under the terms of this Agreement) shall be forwarded to the Purchaser within sixty (60) days of receipt of such payment by the Seller. Except as set forth in the preceding sentence, any payments received by the Seller with respect to an Account shall be retained by the Seller, and the Purchaser shall not be entitled to any credit, discount, refund, or reimbursement of any portion of the Purchase Price.

6.4 Retrieval of Account Documents. Seller shall provided all Account Documents in its possession to Purchaser within sixty (60) days of the Closing Date or each Monthly Closing Date. The Seller shall not be liable for any inability to obtain any Account Documents. The Seller reserves the right to retain copies of all Account Documents.

6.5 Use of Seller's Name.

(a) Except as otherwise expressly provided in this Section 6.5:

(i) the Purchaser will not, directly or indirectly, in any manner use, adopt, incorporate, or refer to any name, trademark, service mark, logo, or any other intellectual or proprietary right of the Seller or any name derived therefrom or confusingly similar thereto (collectively, the "*Seller Intellectual Property*"), including, without limitation, in connection with any of the Purchaser's advertising or collection of the Accounts; and

(ii) the Purchaser is not hereby or otherwise granted any right, title, or interest in or to any Seller Intellectual Property.

(b) Notwithstanding the foregoing, the Purchaser may use the name of the Seller in communications with Account Obligors solely for purposes of explaining that the Purchaser purchased the Accounts from the Seller, *provided, however*, that:

(i) the Purchaser shall obtain a "bankruptcy scrub" report on the Accounts and Account Obligors from a commercial reporting service prior to communicating with any Account

Obligor;

(ii) in such communications, the Purchaser will not state or represent in any way that the Purchaser is contacting the Account Obligor for, or on behalf of, the Seller; and

(iii) the Purchaser shall not institute any enforcement or legal action or proceeding in the name, or on behalf of, the Seller. Additionally, the Purchaser will not have any right, power, or authority (express or implied) to bind or create any obligation or liability of the Seller, including under any contract, agreement, or other arrangement. In no event will the Purchaser portray itself as Seller's agent, representative, partner, or joint venturer, including with respect to the Accounts.

6.6 Insurance. The Purchaser shall, at its sole expense, maintain for a period of not less than two (2) years following the Closing Date and each Monthly Closing Date (a) a general liability insurance policy with minimum coverage of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence; and (ii) professional liability for errors and omissions with a limit of at least One Million Dollars (\$1,000,000). Upon request by the Seller, the Purchaser shall provide a certificate of insurance evidencing compliance by the Purchaser with the requirements of this Section 6.6.

6.7 Compliance with Law. With respect to the Accounts, the Purchaser will, and will cause any permitted successor owner of the Accounts, at all times following the Closing Date and each Monthly Closing Date, to comply with all state and federal laws, rules, statutes, and regulations applicable to debt and credit collection, including, without limitation, the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act and the Gramm-Leach-Bliley Act.

6.8 Notice of Claims. From and after the Closing Date and each Monthly Closing Date, the Purchaser will notify the Seller promptly of any written claim or written threatened claim against the Seller, or any written claim or written threatened claim that the Purchaser reasonably believes may affect the Seller, that is discovered by the Purchaser and relates to the Accounts.

6.9 Seller as Witness. If the Purchaser files any legal action to collect on an Account and the Purchaser requests or subpoenas an official or employee of the Seller to appear at a trial, hearing or deposition to testify about the Account, the Seller shall provide an appropriate official or employee to so appear; and the Purchaser shall pay the Seller in advance for the official's or employee's time in traveling to, attending and testifying at the trial, hearing or deposition at the hourly rate established by Seller, which rate shall not exceed the Seller's actual hourly cost for that official or employee plus twenty five percent (25%) of Seller's actual cost for that official or employee. The Purchaser shall also reimburse the Seller for the official's or employee's reasonable out-of-pocket travel-related expenses. **FAILURE TO PROVIDE A WITNESS WILL NOT RESULT IN A BREACH OF, OR DEFAULT UNDER, THIS AGREEMENT.** Additionally, an Account shall not constitute an Ineligible Account solely because the Seller is unable to or otherwise elects not to provide a witness related to such Account.

6.10 Mail Forwarding. After the Closing Date and each Monthly Closing Date and for a period of one (1) year thereafter, the Seller shall forward to the Purchaser any correspondence that the Seller receives from an Account Obligor or any other Person regarding an Account at least one (1) time each week.

6.11 Enforcement; No Legal Action With Respect to Certain Accounts. The Purchaser agrees and represents that the Purchaser will use commercially reasonable efforts to collect or settle an

Account prior to instituting any enforcement or legal action or proceeding against the Account Obligor or any guarantor on such Account. The Purchaser shall not misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Account Obligor or guarantor the identity of the Purchaser as the owner of the Accounts. The Seller shall have, in addition to all other legal rights and remedies, the right to seek the entry of an order by a court of competent jurisdiction enjoining any actual or threatened violation of this Section 6.11, without posting any bond or other security.

ARTICLE VII

SELLER'S RIGHT AND OBLIGATION TO REPURCHASE ACCOUNTS

7.1 **Seller's Obligation to Repurchase.** The Purchaser's sole remedy for the breach of any representation and warranty shall be to identify any Ineligible Accounts. Notwithstanding anything to the contrary in this Agreement, any notification from the Purchaser to the Seller regarding the Ineligible Accounts shall be done once, at any time within ninety (90) calendar days following the Closing Date or the applicable Monthly Closing Date, in writing. Included with the Purchaser's written notification must be documentation or information reasonably needed by the Seller to verify the status of any Ineligible Account (including reports provided from a commercially available, third party database, including, but not limited, to Banko, American InfoSource, or Lexis-Nexis). The Seller shall have thirty (30) Business Days following the receipt of the notice to determine the status of each Ineligible Account. Within sixty (60) calendar days following determination that an Account constitutes an Ineligible Account, the Seller shall repurchase the Ineligible Accounts (the "*Repurchase Acceptance*") in exchange for an amount equal to the Purchase Price paid by the Purchaser for such Ineligible Accounts (the "*Repurchase Payment*"). The Seller shall wire the Repurchase Payment to the Purchaser within five (5) Business Days following the Repurchase Acceptance.

ARTICLE VIII

INDEMNIFICATION

8.1 **Seller's Indemnification.** From and after the date of this Agreement, Seller shall indemnify, hold harmless and, to the extent provided in Section 8.3 below, defend the Purchaser, its Representatives, and their respective successors and assigns (collectively, the "*Purchaser's Indemnified Persons*") from and against, and reimburse each of the Purchaser's Indemnified Persons with respect to, any and all losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, including, without limitation, fees and costs incurred in discovery, at trial, and in any post-trial or appellate proceeding (collectively, "*Damages*") incurred or suffered by any of the Purchaser's Indemnified Persons as a result of any third party claim with respect to, arising out of, or in connection with (a) the inaccuracy of any of Seller's representations or warranties in this Agreement (other than a representation or warranty in Section 3.3, for which the exclusive remedy is set forth in Section 7.1 of this Agreement); (b) the failure to perform any of the Seller's covenants in this Agreement, which failure has not been cured within fifteen (15) days of the Seller's receipt of a notice of such failure from the Purchaser; or (c) any claim by any Account Obligor regarding collection, enforcement, servicing, ownership or administration of the Accounts by the Seller or its agents prior to the Closing Date or the Monthly Closing Date.

8.2 **Purchaser's Indemnification.** From and after the date of this Agreement, the Purchaser shall indemnify, hold harmless and, to the extent provided in Section 8.3 below, defend Seller, its Representative, and their respective successors and assigns (collectively, the "*Seller's Indemnified Persons*") from and against, and reimburse each of the Seller's Indemnified Persons with respect to, any and all Damages incurred or suffered by any of the Seller's Indemnified Persons as a result of any third

party claim with respect to, arising out of, or in connection with (a) the inaccuracy of any of the Purchaser's representations or warranties in this Agreement; (b) the failure to perform any of the Purchaser's covenants in this Agreement, which failure has not been cured within fifteen (15) days of the Purchaser's receipt of a notice of such failure from Seller; (c) the violation of any law, rule, statute, or regulation, whether state or federal, by the Purchaser or its Representatives with respect to an Account; or (d) any claim by any Account Obligor regarding collection, enforcement, servicing, ownership or administration of the Accounts by the Purchaser or its agents or successors on or following the Closing Date or the Monthly Closing Date.

8.3 Procedure for Indemnification.

(a) As soon as is reasonably practicable after becoming aware of a claim (or the basis therefore) for indemnification under this Agreement (a "*Claim*"), the person or entity that may be entitled to indemnification (the "*Indemnified Party*") shall promptly give written notice of such claim in accordance with the provisions hereof (the "*Claim Notice*") to the party or parties from which such indemnification may be sought hereunder (each, the "*Indemnifying Party*"); *provided, however*, that the failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Article VIII except to the extent (if any) that the Indemnifying Party shall have been prejudiced thereby. The Claim Notice shall set forth in reasonable detail (i) the facts and circumstances giving rise to such Claim, including all relevant supporting documentation; (ii) the nature of the Damages suffered or incurred or reasonably expected to be suffered or incurred; (iii) a reference to the provisions of this Agreement in respect of which such Damages have been suffered or incurred or are expected to be suffered or incurred; and (iv) the amount of Damages actually suffered or incurred and, to the extent the Damages have not yet been suffered or incurred, a good faith estimate of the amount of Damages that could be expected to be suffered or incurred.

(b) In the event of the commencement of any action, suit, litigation, proceeding, or investigation, the assertion of any claim by a third party, or the imposition of any penalty or assessment for which indemnity may be sought pursuant to this Article VIII (a "*Third Party Claim*"), the Indemnified Party shall, as soon as is reasonably practicable thereafter, provide the Indemnifying Party with a Claim Notice regarding such Third Party Claim; *provided, however*, that the failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Article VIII except to the extent (if any) that the Indemnifying Party shall have been prejudiced thereby. The Indemnifying Party shall have the sole and exclusive right (subject to the terms of this Article VIII) to assume the defense of, defend, admit liability with respect to, compromise and settle any such Third Party Claim in the name of the Indemnified Party, including the right to select counsel in the sole discretion of the Indemnifying Party. If the Indemnifying Party elects to assume defense of any such Third Party Claim, then the Indemnifying Party shall so notify the Indemnified Party within thirty (30) days after having been notified of such Third Party Claim.

(c) Notwithstanding anything to the contrary herein, the Indemnifying Party shall not compromise or settle, or admit any liability with respect to, any such Third Party Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld, conditioned or delayed), unless the relief consists solely of money damages and includes a provision whereby the plaintiff or claimant in the matter unconditionally releases the Indemnified Party from all liability with respect thereto. If the Indemnifying Party elects to assume the defense of any Third Party Claim, the Indemnified Party shall have the right to employ its own separate counsel, but the fees and expenses of such counsel shall be at the Indemnified Party's sole expense. Notwithstanding the foregoing, the reasonable fees and expenses of the Indemnified Party's separate counsel shall be borne by the Indemnifying Party only if: (i) the Indemnified Party shall have determined in good faith that an

actual or potential conflict of interest makes representation of the Indemnifying Party and Indemnified Party by the same counsel or the counsel selected by the Indemnifying Party inappropriate; or (ii) the Indemnifying Party shall have authorized in writing the Indemnified Party to employ separate counsel at the Indemnifying Party's expense. If the Indemnifying Party does not elect to defend any Third Party Claim of which it has received notice as contemplated hereby, the Indemnified Party shall have the right, at the Indemnifying Party's expense, to defend such Third Party Claim; *provided, however*, that the Indemnified Party shall not compromise or settle, or admit any liability with respect to, any such claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld, conditioned or delayed).

(d) Each Party to this Agreement shall keep the other Party fully informed as to all material developments in connection with the Third Party Claim. Each Party to this Agreement shall make available to the other Party, from time to time upon request, any books, records, or other documents within their reasonable control relating to the Accounts that are necessary or appropriate for the defense of any Third Party Claim.

8.4 Limitations of Liability. Notwithstanding any provision in this Agreement to the contrary, but in addition to the limitations set forth in Section 8.5 below, the liabilities, responsibilities, and obligations of the Seller and the Purchaser under this Agreement shall be subject to the following limitations:

(a) In no event will either Party be liable or responsible to the other Party for (and the definition of "Damages" shall not include) any indirect, incidental, consequential, special, punitive or exemplary damages (including, without limitation, lost profits) arising from, or relating to, any provision of, or a Party's breach, default, or performance of, this Agreement.

(b) No claim by either Party under this Agreement will be effective if it is not received by the other Party in writing on or before the first anniversary of the Closing Date or the related Monthly Closing Date; *provided, however*, that with respect to any claim by the Purchaser relating to the breach or inaccuracy of any of Seller's representations or warranties in Section 3.3, such claim shall be received no later than ninety (90) days after the Closing Date or the related Monthly Closing Date.

(c) The maximum aggregate liability of the Seller under this Agreement, the Bill of Sale, or otherwise in connection with the Accounts shall be an amount determined by subtracting (i) the Purchase Price paid by the Purchaser; *minus* (ii) all payments made or scheduled to be made to the Purchaser pursuant to Section 7.1 of this Agreement.

8.5 Survival. All covenants and promises that contemplate or may involve actions to be taken or obligations in effect after the Closing or each Monthly Closing shall survive in accordance with their terms.

8.6 Exclusive Remedies. Notwithstanding anything to the contrary contained in this Agreement, each Party hereby acknowledges and agrees that its sole and exclusive monetary remedy (including equitable remedies that involve monetary payment, such as restitution or disgorgement) with respect to any and all claims relating to the subject matter of this Agreement and the transactions contemplated hereby and thereby shall be pursuant to the provisions set forth in this Article VIII.

8.7 Mitigation. Each Indemnified Party shall use all commercially reasonable efforts to mitigate any Damages that such Indemnified Party asserts or is reasonably likely to assert under this Article VIII. If an Indemnified Party shall fail to make such commercially reasonable efforts to mitigate

any such Damages, then, notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be required to indemnify any Indemnified Party for that portion of any Damages that could reasonably be expected to have been avoided if the Indemnified Party had made such efforts.

ARTICLE IX CONFIDENTIALITY

9.1 **Nondisclosure of Information.** In connection with its performance under this Agreement, each Party (a "*Disclosing Party*") may be supplied with the Confidential Information concerning the other Party (the "*Receiving Party*"). The Receiving Party agrees that the Confidential Information of the Disclosing Party will be used solely for the purpose of performing its obligations under this Agreement and agrees not to disclose or furnish any of the Confidential Information of the Disclosing Party now or hereafter received or obtained by it without the Disclosing Party's prior written consent; *provided, however*, that the Receiving Party may disclose any such Confidential Information of the Disclosing Party to Receiving Party's Representatives who need to know the Confidential Information of the Disclosing Party for the purpose of assisting the Receiving Party in performing its obligations under this Agreement. The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives, and the Receiving Party agrees that its Representatives will be advised by the Receiving Party of the confidential nature of such information and the Receiving Party's confidentiality obligations under this Agreement.

9.2 **Ownership of Information.** The Receiving Party acknowledges and agrees that any Confidential Information of the Disclosing Party, in whatever form, is the sole property of the Disclosing Party. The Receiving Party agrees that upon the request of, and as directed by, the Disclosing Party, the Receiving Party shall either return such Confidential Information of the Disclosing Party to the Disclosing Party or shall destroy such Confidential Information (and shall certify such destruction in writing).

9.3 **Compelled Disclosure.** If the Receiving Party or any of its Representatives is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process, or required in a case brought by or against a Party) to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall immediately notify the Disclosing Party in writing of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. The Receiving Party will use its commercially reasonable efforts, at the Disclosing Party's expense, to obtain or assist the Disclosing Party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Disclosing Party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information of the Disclosing Party that the Receiving Party has been advised by opinion of counsel, such counsel to be reasonably acceptable to the Disclosing Party, that it is legally compelled to disclose; *provided, however*, that the Receiving Party agrees to use its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

9.4 **Remedies.** The Receiving Party acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. The Receiving Party agrees that because of the unique nature of the Confidential Information any breach of this Article IX would cause the Disclosing Party irreparable harm and money damages and other remedies available at law in the event of a breach would not be adequate to compensate the Disclosing

Party for any such breach. Accordingly, the Disclosing Party shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available at law or in equity to the Disclosing Party.

ARTICLE X GENERAL PROVISIONS

10.1 Notices. All notices and other communications between the Parties will be in writing and will be deemed given when delivered personally, including by facsimile or electronic mail, or one (1) Business Day after deposit with a nationally-recognized overnight courier service, to a Party at its address set forth below, or to any other address as a Party may designate in writing:

If to Seller: Credigy Receivables Inc.
 c/o Credigy Solutions Inc.
 3950 Johns Creek Court
 Suwanee, Georgia 30024
 Attention: General Counsel
 Facsimile No.: (678) 728-7170
 Electronic Mail: david.stach@credigy.net

If to Purchaser: Accelerated Financial Solutions LLC
 4016 Raintree Rd.
 Suite 140
 Attention: Josh Tawes
 Facsimile No.: (757) 484-6722
 Electronic Mail: josh@acceleratedfinancial.net

10.2 Successors and Assigns. This Agreement will bind and inure to the benefit of the Purchaser and Seller and their respective permitted successors and assigns.

10.3 Severability. If any provisions of this Agreement are found to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be construed as if the unenforceable provisions were deleted.

10.4 Expenses and Attorneys' Fees. Except as otherwise specifically provided herein, all costs and expenses in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party that incurred such costs and expenses. Notwithstanding the foregoing, if any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees or other costs incurred in connection with such action or proceeding and in any petition for appeal or appeal therefrom, in addition to any other relief to which it or they may be entitled.

10.5 Governing Law. The substantive law of the State of Nevada shall govern all issues and questions concerning the relative rights and obligations of the Seller and the Purchaser, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

10.6 Dispute Resolution.

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

(b) Negotiation. The Parties shall use their respective best efforts to settle amicably all disputes or differences concerning the interpretation or application of any provision of this Agreement. If any such dispute or difference is not so settled within a commercially reasonable time, however, each Party shall have the right to refer it to arbitration for final settlement.

(c) Arbitration. Each of the Parties agrees that all disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "*AAA Rules*") by an arbitration panel appointed in accordance with the AAA Rules. The non-prevailing Party shall bear its own and the prevailing Party's attorneys' fees and other costs of the arbitration, as well as the arbitrator's fees and expenses. The place of arbitration shall be at a mutually agreeable location.

10.7 Waivers. No Party shall be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by such Party and then only to the extent specifically recited. No failure to exercise and no delay or omission in exercising any right, remedy or recourse on the part of any Party shall operate or be deemed as a waiver of such right, remedy or recourse hereunder or thereunder or preclude any other or further exercise thereof. A waiver or release on any one occasion shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse on any subsequent occasion. All rights and remedies of each Party, whether pursuant to this Agreement or any other document or instrument delivered hereunder or thereunder, shall be cumulative and concurrent and may be exercised singly, successively or concurrently at the sole discretion of such Party and may be exercised as often as occasion therefor may exist. The rights of each Party hereunder or any such document or instrument shall be in addition to all other rights and remedies provided at law or in equity.

10.8 Remedies. If either Party hereto does not pay the full amount due and owing to the other Party under this Agreement or if a Party otherwise is in default under this Agreement, such Party shall pay to the other Party, notwithstanding any other rights and remedies available to such Party by law or under this Agreement, for such Party's damages resulting from the other Party's failure to comply with the terms of this Agreement, all of said Party's actually incurred reasonable expenses, including attorneys' fees to enforce this Agreement.

10.9 Legal Drafting and Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.10 Counterpart and Facsimile Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts shall be deemed a single original of this Agreement. A facsimile or electronic mail transmission by one Party to the other Party of an executed signature page of this

Agreement shall be deemed to be equivalent to delivery of an original signature page, and the transmitting Party shall forward the original signature page upon request of the receiving Party.

10.11 Entire Agreement. This Agreement and the agreements referred to herein contain the entire understanding of, and supersedes all prior or contemporaneous agreements among, the Parties with respect to the subject matter hereof.

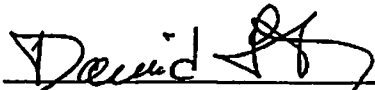
10.12 Amendments. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the Party against which enforcement of such change, waiver, discharge or termination is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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties have caused its respective duly authorized representative to execute this Agreement as of the Effective Date.

Seller:

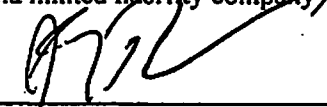
CREDIGY RECEIVABLES INC.,
a Nevada corporation

By: 

David Stach
Vice President and General Counsel

Purchaser:

**ACCELERATED FINANCIAL
SOLUTIONS LLC,**
a Virginia limited liability company

By: 

Joshua Tawes
Chief Executive Officer

SCHEDULE A

Schedule of Additional Purchases

Initial Purchase: \$250,026.28

Additional Purchases:

Monthly Closing Dates	Purchase Price
March 7, 2008	\$124,995.62
April 7, 2008	\$124,995.62
May 7, 2008	\$124,995.62
June 6, 2008	\$124,995.62
July 7, 2008	\$124,995.62
July 31, 2008	\$124,995.62
Total	\$749,973.72

Aggregate Purchase Price: \$1,000,000.00

EXHIBIT A

List of Accounts

[Tape or other means of electronic transfer may be provided in lieu of a list.]

EXHIBIT D

CLOSING STATEMENT

A. On January 31, 2008 (the "*Closing Date*"), ACCELERATED FINANCIAL SOLUTIONS LLC, a Virginia limited liability company (the "*Purchaser*"), shall pay to CREDIGY RECEIVABLES INC., a Nevada corporation (the "*Seller*"), by wire transfer or otherwise immediately available funds, an amount equal to TWO HUNDRED FIFTY THOUSAND TWENTY SIX DOLLARS AND TWENTY EIGHT CENTS (\$250,026.28), calculated pursuant to Section 2.2 of the Agreement (as defined below).

Number of Accounts	16,408
Unpaid Principal Balance.....	\$50,005,256.85
Purchase Price Percentage.....	0.50%
Total Purchase Price	\$250,026.28

B. The Seller agrees to transfer the Accounts to the Purchaser on the Closing Date subject to the terms and pursuant to the conditions of the Purchase and Sale Agreement, dated as of January 31, 2008 (the "*Agreement*"), by and between the Seller and the Purchaser. All capitalized terms used but not otherwise defined in this Closing Statement shall have the respective meanings ascribed to such terms in the Agreement.

<u>Wire transfer instructions:</u>	Amount:	\$250,026.28
	Bank:	Bank of America Las Vegas, NV
	ABA (Routing) Number:	026009593
	Account Number:	004964914982
	Account Name:	Credigy Receivables Inc.

* * * * *

Purchaser:
ACCELERATED FINANCIAL SOLUTIONS LLC,
a Virginia limited liability company

Seller:
CREDIGY RECEIVABLES INC.,
a Nevada corporation

By: _____
Joshua Tawes
Chief Executive Officer

By: _____
David Stach
Vice President and General Counsel

EXHIBIT
"C"

**EXHIBIT "C" IS A COMPACT DISK WHICH IS FILED WITH
THE CLERK'S OFFICE OF THE CITY OF CHESAPEAKE**