

PURCHASE AND SALE AGREEMENT SALE ID: CC102811 MOUNTAIN LION CA

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this DATE by and between GCFS, Inc., DBA Greater California Financial Services, a California corporation, with its principal office located in Paso Robles, California, (collectively "Seller"), and **MOUNTAIN LION ACQUISITIONS**, ("Buyer"), a LIMITED LIABILITY COMPANY having its principal offices in Stanton, California.

RECITALS

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

WHEREAS, Buyer has reviewed and independently evaluated each Loan.

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:

“Seller” means GCFS, Inc., doing business as Greater California Financial Services

“Buyer” means **MOUNTAIN LION ACQUISITIONS**

“Original Seller” means Cash Call, Inc. and its subsidiaries and affiliates.

“Agreement” means this Purchase and Sale Agreement, including all Exhibits and Schedules hereto.

“Closing Date” means MAY 29TH, 2012 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 the Closing Date, 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 states collection laws on all loans owed to Seller.

“Loan File” means, with respect to each Loan included on the Loan Schedule, all documents and any other material 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 of 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 of Charge-off.

“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 dates upon which Seller transfers and delivers the Transfer Documents to Buyer. Transfer Dates shall be no more than one business day after the Closing Date. Seller and Buyer agree to complete a sales transaction on May 29thth, 2012 , which includes no more than ~~50~~ accounts with an aggregate balance of ~~\$1,234,567.89~~, which equals a purchase price of ~~\$1,234,567.89~~ as of the closing date.

“Transfer Documents” means all documents that are required to be delivered on the Transfer Date by Seller to Buyer to validate Buyers’ purchase and ownership of said accounts. Seller will deliver Transfer Documents electronically or by fascimile with one (1) business day of the Transfer Date, with hard copies delivered by USPS mail within seven(7) business days. .

“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 specific portfolio as listed on 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 and (ii) the proceeds of the Loan 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 ~~_____~~ ~~_____~~ of the face value of the Loans portfolio purchased on May 29th, 2012 . 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 **MOUNTAIN LION ACQUISITIONS, LLC** , without representation, express or implied, of any limited liability company, 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.

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"). 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 (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 or accessible to Buyer within 30 days of the Closing Date in a form acceptable to Buyer and Seller.

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 Seller or Original Seller notarized and returned to buyer within forty five days (45) of each request. Affidavits shall be similar to Exhibit D (Attached) and shall be provided on-going as needed by buyer. Buyer agrees to pay to seller the sum of \$ ~~1,000~~ 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 therefore, 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 prorata 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 before the Cut-Off date, 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 before 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 ninety (90) business days 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 prorata 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 (~~45%~~) 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 Prorata 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 bylaws 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 Compliance With All Laws Buyer hereby represents and warrants that it will service the loans in compliance with all applicable laws and regulations.

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 bylaws 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 to 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 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 and Buyer will keep confidential and will not, without the other'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 not** 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 by the Original Seller; 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** 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. communication or conference with any other purchaser or broker, firm or person to fix the price or prices,

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 limited liability company, 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 limited liability company, 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 Loan Number 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: Greater California Financial Services
4301 Second Wind Way
Paso Robles, CA 93446
Fax: 805-237-9289
Tele: 805-237-2040
Attn: Nancy Edrington

If to the Buyer: MOUNTAIN LION AQUISITIONS
8448 Katella Rd.
Stanton, CA 90680
Fax: 714-761-1754
Tele: 714-761-3976
Attn: D. Scott Caruthers

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 SAN LUIS OBISPO COUNTY, CALIFORNIA AND THE PARTIES HERETO SELECT PASO ROBLES, 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 based upon or arising from an alleged tort, shall at the request of any party be determined by arbitration. Notwithstanding any choice of law provision in this Agreement, the arbitration shall be conducted by a single arbitrator at AAA. The arbitration shall be conducted within San Luis Obispo 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 of any other party contests such action of judicial relief.

Section 12.13 Facsimile Signatures Facsimile or electronically scanned 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 Credit Reporting Within 35 days following the Transfer Date, Seller shall notify its selected credit reporting agencies of the sale and transfer of the loans to Buyer.

Section 12.16 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:

SALE ID: CC102811 MOUNTAIN LION CA

SELLER:

Greater California Financial Services

BUYER:

MOUNTAIN LION ACQUISITIONS

Date: 05/29/12

Date

5/30/12

By:

Nancy Edrington

By:

D. Scott Caruthers

Name: Nancy Edrington

Name: D. Scott Caruthers

Title: COO

Title: Attorney

Attachments:

Exhibit "A" – Loan Schedule

Exhibit "B" – Bill of Sale and Assignment of Loans

Exhibit "C" - Wire Transfer Instructions

Exhibit "D" – Affidavit of Claim

Exhibit A Loan Schedule

Account #	Last Name	First and MI	SSN	Balance	CO Date
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749970
121439
437633
591008
606238
1386353
615476
813062
260372
196422
1593289
1582038
1565233
1464939
1695194
1443960
585083
274191
1039127
436375
1646620
521731
1680938
12081
603205
167257
622169
1517692
1392054
1466167
1221156
438354
147743
1887128
640290
184895
379808
487267
1562593
1057080
2882712
999756
985199
269328
128176
1542995
141863
810473
1392333
584821
542565
558054
219645
199245
38047
409844



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit B Bill of Sale

Greater California Financial Services ("Seller"), for value received and pursuant to the terms and conditions of an Account Sale Agreement ("Agreement") between Seller and **MOUNTAIN LION ACQUISITIONS** ("Buyer"), dated _____, 2012 does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts as defined in the Agreement and as set forth on Exhibit A, without recourse and without representation of or warranty of collect ability, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this ____ day of _____, 2012.

SALE ID: CC102811 MOUNTAIN LION CA

By: _____

Printed Name and Title

Exhibit B Bill of Sale

Greater California Financial Services ("Seller"), for value received and pursuant to the terms and conditions of an Account Sale Agreement ("Agreement") between Seller and **MOUNTAIN LION ACQUISITIONS** ("Buyer"), dated May 29, 2012 does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts as defined in the Agreement and as set forth on Exhibit A, without recourse and without representation of or warranty of collect ability, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 31st day of May, 2012.

SALE ID: CC102811 MOUNTAIN LION CA

By: Wanda Edrington
Vice President / COO
Printed Name and Title

Exhibit C

Wire Instructions

Bank Name: Heritage Oaks Bank
Address: 545 Twelfth Street
Paso Robles, CA 93446

Telephone: (805) 239-5254
ABA Routing Number: 122239982
Beneficiary Account Number: 2329271
Beneficiary: GCFS, Inc.
Account Name: Greater California Financial Svcs
Operations

Credit to Account: \$ ~~XXXXXXXXXX~~

Sale ID: CC102811 MOUNTAIN LION CA

EXHIBIT D Sample Affidavit

Affidavit Of Sale

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

Debt made by: _____
Social Security No: _____
Original Account No: _____
Account opened on: _____
Unpaid Balance: _____

The undersigned, _____, being duly sworn, states and deposes as follows:

1. Affiant is an officer of GCFS, Inc. a California Corporation located at 4301 Second wind Way, Paso Robles, CA 93446.
2. Affiant is authorized to make this Affidavit on behalf of GCFS, Inc.
3. GCFS, Inc. acquired the above referenced debt (the "Account") from CashCall, Inc.
4. GCFS, Inc. sold all of its right, title and interest in and to the Account, including all rights to collect, settle, adjust, compromise and satisfy the Account, to _____ (the "Current Owner").
5. The business records of GCFS, Inc. show that, as of the date of sale of the Account to the Current Owner on _____ (the "Sale Date"), the information referenced above with respect to the Account was true and correct.
6. To the best of Affiant's knowledge, information and belief, as of the Sale Date, there were no payments made with respect to the Account that were not credited against the balance of the Account and no valid counterclaims or offsets.

Dated this _____ day of _____

GCFS, Inc., a California corporation

By: _____
Printed Name:

On (Date), before me _____, a Notary Public, personally appeared (Name) _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that his/her/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (seal)